

CONTRACT OF UNILATERAL REPRESENTATION (Performing Rights)

Between the undersigned:

ASSOCIACAO de MUSICOS, ARRANJADORES e REGENTES hereinafter designated **AMAR**, whose registered office is at Av. Rio Branco 18-19 Andar, CEP 20.090-000, Rio de Janeiro, RJ, Brazil represented by its General Manager Mr. William Netto on the one part;

and

IRISH MUSIC RIGHTS ORGANISATION, hereinafter designated **IMRO**, whose registered office is Copyright House, Pembroke Row, Lower Baggot Street, Dublin 2 represented by its Chief Executive Officer Victor Finn on the other part;

IT IS AGREED AS FOLLOWS:

Article 1

(I)

By virtue of the present contract, **AMAR** confers on **IMRO** the non-exclusive right in the territory in which this latter Society operates (as defined and delimited in Article 6 (I) hereafter) to grant the necessary authorisations for all public performances (as defined in paragraph II 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 **AMAR** by its members, in accordance with its Articles of Association and Rules; the said works collectively constituting the repertoire of **AMAR**.

(II)

Under the terms of the present contract, the expression public performances includes all auditions or performances rendered audible to the public in any place whatever within the territory in which **IMRO** 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 performances include 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.).

Article 2

(I)

The non-exclusive right to authorise performances as referred to in Article 1, entitles **IMRO**, 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 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 above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give due and valid receipt for the aforementioned collections;
- c) 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;
- d) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- e) 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 authorisation of AMAR, **IMRO** 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 Article 2. Any transfer effected in despite to this clause shall be null and void.

Article 3

(I)

By virtue of the powers conferred by Article 1, **IMRO** 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. Moreover, **IMRO** 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, **IMRO** shall apply to works in the repertoire of AMAR the same tariffs, methods and means of collection and distribution of royalties (subject to the provisions of Article 7 below) as those which it applies to works in its own repertoire.

(II)

IMRO undertakes to send to **AMAR** any information for which it may be asked concerning the tariffs it applies to different kinds of public performances in its own territory.

Article 4

AMAR shall place at the disposal of **IMRO** 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 place at the disposal of **IMRO** all documents, records and information enabling the latter to exercise effective and thorough control over its interests, in particular as regards notification of works, collection and distribution of royalties, and obtaining and verifying performance programmes.

In particular, **IMRO** shall inform **AMAR** of any discrepancy which it notes between the documentation received from the other Society and its own documentation or that furnished by another Society.

(II)

In addition, **AMAR** shall have the right to consult all the other records of **IMRO** and to obtain all information from it relating to the collection and distribution of royalties to enable it to verify the administration of its repertoire by **IMRO**.

TERRITORY

Article 6

(I)

The territory in which **IMRO** operates is the territory of **Republic of Ireland**.

(II)

For the duration of the present contract, **AMAR** shall refrain from any intervention within the territory of **IMRO** in the latter's exercise of the mandate conferred by the present contract

DISTRIBUTION OF ROYALTIES

Article 7

(I)

IMRO undertakes to do its utmost to obtain programmes of public performances which take place in its territory 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 territory of **IMRO** shall be made in accordance with Article 3 and the distribution rules of **IMRO**, having regard, nevertheless, to the following paragraphs:

- a) Where all the interested parties in a work are members of AMAR, the total fees (100 %) accruing to the work in question shall be distributed to AMAR.
- b) In the case of a work of which the interested parties are not all members of AMAR but where none is a member of **IMRO**, the fees shall be distributed in accordance with International Index Cards (i.e. the index cards or equivalent declarations sent and accepted by the Societies of which the interested parties are members). In the case of contradictory index cards or declarations, **IMRO** 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 where at least one of the interested parties is a member of **IMRO**, this Society 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 shares of all the publishers and sub-publishers of a work, no matter how many, shall in no case exceed half (50 %) of the total fees accruing to the work.
- e) Where a work, in the absence of an International Index Card or equivalent documentation, is identified solely by the name of its composer, being a member of AMAR, the total of the royalties accruing to that work shall be distributed to AMAR; in the case of an arrangement of a non-copyright work, the royalties shall be distributed to the Society of the arranger in so far he is known; in the case of lyrics adapted to a non-copyright work, the royalties are to be distributed to the Society of the lyric writer.
- f) The Society receiving the royalties distributed under the above-mentioned rules is required, in the case of mixed works, to make any necessary transfers to the other Societies interested in the work and to inform the distributing Society by means of International Index Cards or equivalent documentation.
- g) Where a member of **IMRO** has acquired the right to adapt, arrange, republish or exploit a work in the repertoire of AMAR, the royalties shall be distributed with due regard to the provisions of this Article.

Article 8

(I)

IMRO shall be entitled to deduct from the sums it collects on behalf of AMAR

the percentage necessary to cover its effective administration expenses. This necessary percentage shall not exceed that which is deducted for this purpose from sums collected for members of **IMRO**, and the latter Society shall always endeavour in this respect to keep within reasonable limits, having regard to local conditions in the territory 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, **IMRO** shall be entitled to deduct from the sums collected by it on behalf of **AMAR** 10 % at the maximum, which shall be allocated to the said purposes.

(III)

Any other deductions, apart from taxes, that **IMRO** may make or be obliged to make from the net royalties accruing to **AMAR** would give rise to special arrangements between the contracting parties

(IV)

No part of the royalties collected by **IMRO** for the account of **AMAR** in consideration of the authorisations which it grants solely for the copyright works which it is authorised to administer may be regarded as not distributable to **AMAR**. With the exception, therefore, only of the deduction mentioned in paragraph (1) of this Article, and subject to the provisions of paragraphs (II) and (III) of the said Article, the net total of the royalties collected by **IMRO** for the account of **AMAR** shall be entirely and effectively distributed to the latter.

Article 9

(I)

IMRO shall distribute to **AMAR** the sums due under the terms of the present contract at least once a year.

(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.

(III)

Settlements shall be made by **IMRO** in the currency of its country.

Article 10

(I)

AMAR shall provide **IMRO** with a complete and detailed list of the real names and pseudonyms of its members, including dates of decease of those author and composer members who are deceased at the time this contract was signed, but whose rights it continues to represent. From time to time **AMAR** shall furnish **IMRO** with supplementary lists of the same nature, showing additions, deletions or alterations which have occurred in the main list and, at least once a year, a list of its author and composer members who have died in the course of the year.

(II)

IMRO 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 **IMRO** under the present contract without the said members being required by the Society representing them to comply with any formalities and without their being required to join **IMRO**.

(II)

While this contract is in force, **IMRO** may, without the consent of AMAR, not accept as member any member of AMAR.

(III)

IMRO undertakes not to communicate directly with members of AMAR, but, if the occasion arises, to communicate with them through the intermediary of AMAR.

Article 12

The Contracting Parties shall have regard 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 January 01, 2010 and shall continue in force from year to year by automatic extension if it has not been determined by registered letter with return receipt at least six months before the expiration of each period.

LEGAL DISPUTES – JURISDICTION

Article 14

In the case of any legal disputes arising, the Court of Justice will be that in which **IMRO** is domiciled.

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

Signed:

For AMAR:
Read and approved,

By power of attorney:

Rio de Janeiro, Brazil

Dated: March 03, 2010



William Netto

General Manager

For IMRO:
Read and approved,

by power of attorney:

Dublin, Ireland

Dated: 18/03/2010



Victor Finn

Chief Executive Officer