Formulanicop

AGREEMENT made this first day of January 1990 between Japanese Society for Rights of Authors, Composers and Publishers (hereinafter called "JASRAC" or "Contracting Society") whose registered office is at 7-13, 1-chome Nishishimbashi, Minato-ku, Tokyo 105, Japan, represented by Miyuki Ishimoto, President, of the one part and Associação Musicos Arranjadores e Regentes (hereinafter called "AMAR" or "Contracting Society") whose registered office is at Praia de Botafogo, 462/Casa 1, CEP 22250, Rio de Janeiro, Brazil, represented by Mr. Mauricio Tapajos, President, of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1

- (1) By the present Contract AMAR entrusts to JASRAC, for the latter's territory, the control of the rights hereafter defined.
- (2) The control of the rights referred to above has, for its object, the recording and mechanical reproduction, in the territories of JASRAC, of the works of the repertoire of AMAR and the distribution in any form and at any place of the recordings and copies thus reproduced.
- (3) The repertoire of AMAR comprises those dramatico-musical and musical works with or without words the administration of the rights in which the owners of the recording and mechanical reproduction rights have entrusted or may entrust to AMAR during the term of the present Contract.
- (4) The recording and mechanical reproduction rights which are the subject of the present Contract shall apply to any mode of recording and reproduction with the exception of sound-film recording and of graphic reproduction.

11

AMAR shall notify JASRAC in writing of any limitation or reserve regarding the composition of its repertoire or its rights of administration.

111

The territory of JASRAC is: Japan.

IV

In all cases where a global royalty is collected JASRAC shall determine the share applicable to the works of the repertoire of AMAR in accordance with the same rules as the former applies to the works of its own repertoire.

les.

V



AMAR undertakes to supply JASRAC directly and regularly with the documentation necessary for the performance of the present Contract.

VI

- (1) The distribution of sums collected by JASRAC for the account of AMAR shall be carried out by the former on the basis of the documentation supplied in accordance with Article V above.
- (2) The sums collected by JASRAC for the account of AMAR shall be distributed in the form of:

Lists of works in alphabetical order of titles.

- (3) JASRAC undertakes that its distribution work on the repertoire of AMAR shall not be delayed beyond two months following the completion of its work on its own repertoire.
- (4) The sums due to AMAR are payable at the moment JASRAC is aware of the results of the distribution. Accordingly, the said sums shall be transferred to the former without delay in any international vehicle currency.

VII

(1) JASRAC may deduct the following rate of commission from the gross total of fees collected for phonographic use in the performance of the present Contract:

15 %

(2) The rate of commission applicable to the collection of fees deriving from other forms of exploitation shall be fixed by agreement between Contracting Societies.

VIII

AMAR shall have the right to examine any of the operations of JASRAC regarding the performance of the present Contract.

IX

The present Contract shall be for the period of two (2) years from the date first above written. It may be renewed by tacit consent for periods of two years unless notice be given by either Contracting Society to the other Contracting Society by registered mail at least six (6) months before the expiry of each such two (2)-year period.

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Executed in good faith in the same number of copies as there are Contracting Societies.

in Tokyo

on December 18, 1989

for and on behalf of Japanese Society for Rights of Authors, Composers and Publishers in Rio de Janeiro

on October 19, 1989

for and on behalf of Associação de Musicos Arranjodores e Regentes

/ To gulai I shi mate

Miyuki Ishimoto President

Mauricio Tapajós Gomes

President



