

# UNILATERAL AGREEMENT

Associação de Músicos Arranjadores e Regentes, Av. Rio Branco 18/19th Floor Centro CEP 20090 000 Rio de Janeiro RJ, BRAZIL, (hereinafter referred to as **AMAR**) in its capacity of a society representing the worldwide rights in musical works belonging to composers, authors and publishers (hereinafter referred to as "the Repertoire"),

1. hereby grants non-exclusive authorization to Nordisk Copyright Bureau, Hammerichsgade 14, 1611 Copenhagen V, Denmark (hereinafter referred to as **NCB**), who accepts such grant, to administer on AMAR's behalf in the below mentioned territories (hereinafter "the Territory") the recording and mechanical reproduction rights, which AMAR holds or may hold in the Repertoire for the term of the present agreement:

**Denmark, Norway, Sweden, Finland, Iceland, Lithuania, Latvia and Estonia**

2. The administration of the aforementioned rights shall, with the exception of graphical reproduction rights, apply to any kind of recording and reproduction (on any make of gramophone record, tape, sound film, videocassette, DVD or any other device serving to reproduce music mechanically, whether such device is now known or may be futurely invented for the same purpose, in the above mentioned Territory) of musical works with or without words.
3. NCB is authorized to:
  - a) grant the mechanical rights to reproduce in the aforementioned Territory the repertoire at present or in future administered by AMAR and to put into circulation in any form whatsoever and wherever it may be the recordings thus made or copies of reproduction
  - b) collect and distribute the amounts agreed upon under the authorization thus granted
  - c) take all appropriate measures, including prohibition against recording and mechanical reproduction, in order to safeguard and protect the rights covered by this agreement
4. The authorization granted to NCB shall also include copies that are imported within the aforementioned Territory, when these imports have not been authorized under the terms and conditions applying to the aforementioned Territory.
5. The authorization referred to in paragraph 3 a) above will be issued by NCB on the same terms and conditions, which applies for its own repertoire.
6. AMAR undertakes to supply to NCB all information that may be required for the performance of this agreement, all under due responsibility of AMAR.
7. a) NCB shall carry out all distributions and payment operations in connection with the amounts collected for the account of AMAR under this agreement at the same time as the distribution to members of NCB is executed.

b) If, according to information provided by AMAR, AMAR receives any amounts from NCB, which it is under obligation to repay in full or in part to a third party, AMAR shall indemnify NCB against any such claim that may be advanced by such third party.

8. a) AMAR undertakes to assist NCB in respect of legal actions that NCB may bring or support in respect of any musical work included in the Repertoire for which rights are granted herein and to supply all documents and evidence that may be required in proof of such right.

b) NCB will for that purpose have the authority to choose to lodge suits, represent AMAR in lawsuits and appear both as plaintiff and defendant at any court of venue, to plead, to waive appeal, to negotiate, to enter into compromise, to compound, settle out of court, secure by substitution, enter into arbitration under all circumstances, engage all ministerial officials, choose all defending counsel, achieve all lower and higher court verdicts, obtain extracts thereof, have them served and executed by all lawful means, and in general to do and carry out whatever may serve the AMAR interests.

9. As sole remuneration for its own activities and those of any third party who might participate in the performance and execution of this agreement, NCB will, from the gross amount of any and all sums collected for the exploitation of AMAR repertoire within the Territory of this agreement, deduct a commission as follows:

Sound carriers:	15%
Audio-visual mechanization:	15%
Audio-visual synchronization:	15%
Other media:	20%

10. The present agreement shall commence retroactively as of 1 January 2007 and will remain in force until 31 December 2008. It will thereupon be automatically renewed for 1 year at a time unless it is cancelled by either party by means of a registered letter - with a receipt of its delivery - forwarded three months before expiry of such period.

In Rio de Janeiro: , 2008  
For and behalf of

Associação de Músicos Arranjadores e Regentes  
(AMAR)

Name:

In Copenhagen: 28/5-10 , 2008  
for and behalf of

Nordisk Copyright Bureau  
(NCB)

Name: ~~Thorvil Emborg~~  
Managing Director

**Karsten Dyhrberg Nielsen**  
Managing Director

Mechanical copyright collecting societies

11 April 2016

hh/alh

hh@ncb.dk

**Amendment to the mechanical rights reciprocal agreements with NCB**

Based on the decrease in physical product sales in the Nordic countries and the subsequent effect on NCB income, the NCB Board has decided to implement a new commission rate model which is valid from 1 January 2016 and thus will be in force in time for the June 2016 distribution.

The new commission rates are set to finance costs associated to licensing, collection, processing, match and distribution of mechanical rights royalties collected from Nordic as well as from users abroad.

At the time of distribution, NCB will deduct an 18 (eighteen) per cent commission for royalties where NCB has been responsible for the collection. The commission rate applied to royalties that NCB distributes but where another entity has been responsible for the collection will be 12 (twelve) per cent.

Royalties which cannot be matched to identified works will be distributed based on analogies and the commission rate deducted will be 25 (twenty-five) per cent.

NCB considers this letter an amendment to our reciprocal agreement and replaces the letter of 25 January 2011.

Yours sincerely

NCB



Håkan Hildingsson  
CEO

Niels Juels Gade 9-11, 3rd  
1059 Copenhagen K  
Denmark

tel. +45 33 36 87 00  
ncb@ncb.dk  
www.ncb.dk

ncb  
nordisk  
copyright  
bureau