

CONTRACT OF UNILATERAL REPRESENTATION

BETWEEN

ASSOCIACAO DE MUSICOS, ARRANJADORES E REGENTES  
(hereinafter designated "AMAR") whose registered office  
is at Avenida Rio Branco, 257/Gr. 407 - Centro, CEP  
20040, Rio de Janeiro - RJ, represented by Maurício  
Tapajós Gomes, President,

of the one part

AND

THE PERFORMING RIGHT SOCIETY LIMITED (hereinafter  
designated "PRS") whose registered office is at  
Copyright House, 29/33 Berners Street, London W1P 4AA,  
represented by Mr. Michael J. FREEGARD, Chief  
Executive,

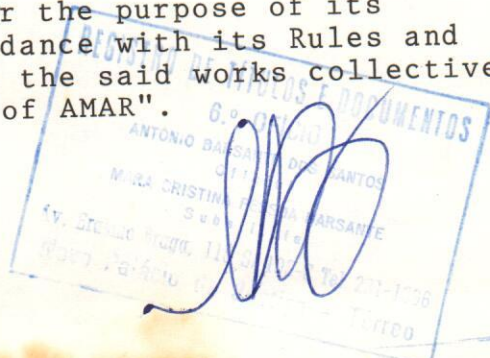
of the other

part

IT IS AGREED AS FOLLOWS

Article 1 - (I) By the present contract AMAR confers on PRS the exclusive right in the territories administered by the latter Society (as defined and delimited in Article 6(I) hereafter) to authorise all public performances (as defined in paragraph (II) of this Article) of musical works, with or without lyrics, which are protected according to the provisions of national laws, bilateral agreements and multilateral international conventions relating to the author's right (copyright, intellectual property, etc.), which at present exist or which may come into existence and into effect during the period of the present contract.

This exclusive right, as defined in the preceding paragraph, is conferred insofar as the performing right in the works concerned has been or shall be, during the period of the present contract, assigned to, transferred to, or conferred upon AMAR, by whatever means by its members, for the purpose of its administration, in accordance with its Rules and Articles of Association; the said works collectively forming the "repertoire of AMAR".





(II) In the terms of the present contract the phrase "public performance" includes all performances audible to the public in any place within the territory administered by either of the contracting Societies, by whatever means, whether the said means be already known and used or whether hereafter discovered and put into use during the period of the present contract. "Public performance" includes in particular: performances given by live means, instrumental or vocal; by mechanical means, such as gramophone records, wires, tapes and sound-tracks (magnetic and otherwise); by any process of projection (sound-film), of diffusion and transmission (such as radio and television broadcasts, whether direct, relayed or retransmitted, etc.), as well as by any process of wireless reception (radio, television and television receiving apparatus, etc., and by similar means and devices, etc.)

Article 2 - (I) The exclusive right to authorise performances, as stated in Article 1, entitles PRS, within the limit of the powers pertaining to it by virtue of the present contract, of its own Articles and Rules and of the national legislation of the country or countries in which it exercises its activities :

(a) to permit or prohibit, whether in its own name or that of the interested author, public performances of works in the repertoire of the other Society and to grant the necessary authorisations for such performances;

(b) to collect all fees stipulated by virtue of these authorisations (as provided in (a) above);

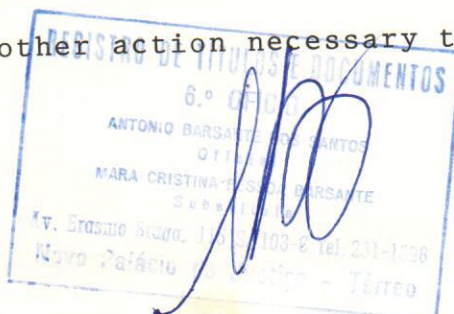
to receive all sums due as indemnification or damages for unauthorised performances of the works concerned;

to give due and valid receipt for the aforementioned collections;

(c) to sue, either in its own name or in that of the interested author, all persons or corporate bodies and all authorities, administrative or otherwise, responsible for illegal performances of the works concerned;

to transact, compromise, refer to arbitration, to the courts of law or to any special or administrative tribunal ;

(d) to take any other action necessary to ensure



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the protection of the performing 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, PRS may not in any circumstances assign or transfer to a third party the exercise of the whole or part of the prerogatives, faculties or means which it enjoys by virtue of the said contract, and in particular of Article 2. Any transfer effected in contravention of this clause shall be automatically null and void.

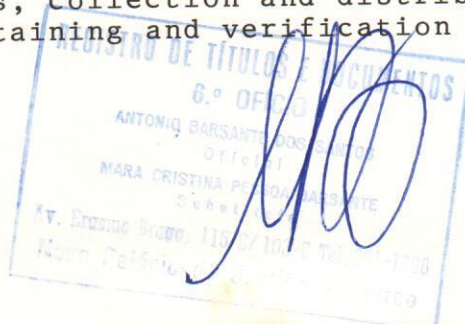
Article 3 - (I) By virtue of the power conferred by Articles 1 and 2, PRS undertakes to enforce within the territory which it administers the rights of the members of AMAR in the same way and to the same extent as it does for its own members and to do so within the limits of the legal protection afforded to a foreign work in the country where protection is claimed, unless, by virtue of the present contract, such protection not being specifically provided in law, it is possible to ensure an equivalent protection. Moreover, PRS undertakes to ensure to the greatest possible extent, by appropriate measures regarding the distribution of royalties, the principle of solidarity between the members of both Societies, even when foreign works are discriminated against by the local law.

In particular, PRS 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 it applies to the works in its own repertoire.

(II) PRS undertakes to supply AMAR with any information for which it is asked concerning the tariffs it applies to different kinds of public performance in its own territory.

Article 4 - AMAR shall place at the disposal of PRS all documents enabling the latter to justify the royalties which it is called upon to collect by virtue of the present contract and to take any legal or other action in accordance with Article 2(I) above.

Article 5 - (I) AMAR shall place at the disposal of PRS all documents, records and information necessary to enable PRS to exercise effective and thorough control over AMAR's interests, particularly with regard to the notification of works, collection and distribution of royalties and the obtaining and verification of



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programme returns.

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

(II) In addition, AMAR shall have the right to consult all PRS's records, and to obtain all information from it relating to the collection and distribution of royalties, so that it can check the administration of its repertoire by PRS.

(III) AMAR may accredit a representative to PRS to carry out on its behalf the checks provided for in paragraphs (I) and (II) above. The choice of this representative shall be subject to the approval of PRS; in the case of refusal to accept the proposed representative the grounds for such refusal must be stated.

#### TERRITORY

Article 6 - (I) In application of the present contract, the territory administered by PRS shall be as set down in Annex I to this contract.

(II) AMAR shall, for the duration of the present contract, refrain from any interference within the territory of PRS in the latter's exercise of the mandate conferred by the present contract.

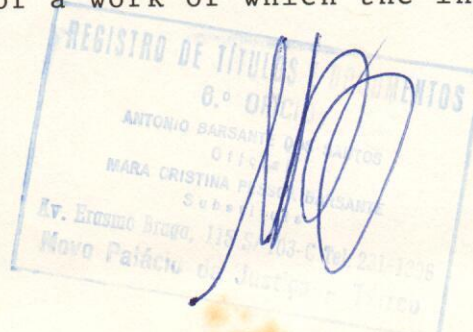
#### DISTRIBUTION OF ROYALTIES

Article 7 - (I) PRS undertakes to do its utmost to obtain programmes of all public performances which take place in its territory, and to use those 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 performances in PRS's territory shall be carried out in accordance with Article 3 and PRS's distribution rules, due regard being had, however, to the provisions of the following paragraphs:

(a) When all the parties interested in a work are members of a single Society other than PRS, the total royalty (100%) accruing to the work in question shall be distributed to the Society of which the said interested parties are members.

(b) In the case of a work of which the interested





parties are not all members of the same Society but where none is a member of PRS, royalties shall be distributed in accordance with International Index Cards (that is, the cards or equivalent declarations sent and accepted by the Societies of which the interested parties are members) but in the absence of such index cards or declarations PRS shall distribute the royalties in accordance with its own rules in attributing the share(s) to the member(s) of each interested Society.

(c) In the case of a work where at least one of the original creators is a member of PRS, the latter may distribute the royalties in accordance with its own rules.

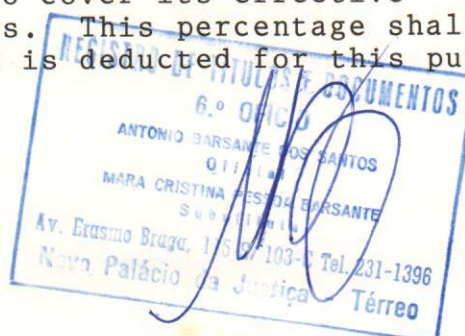
(d) The publisher's share of the royalties accruing to a work, or the total shares of all the publishers and sub-publishers of a work, no matter how many, shall in no case exceed half of the total royalty (50%) accruing to the work.

(e) When 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 a Society, the total royalties accruing to the work shall be distributed to such composer's Society; in the case of an arrangement of a non-copyright work, the royalties shall be distributed to the Society of the arranger; in the case of a text adapted to a non-copyright work, the royalties shall be distributed to the Society of the author.

Where AMAR receives the royalties distributed under the above-mentioned rules it shall be required, in the case of mixed works, to make any necessary transfers to the other Societies interested in the work and to inform PRS by means of International Index Cards or equivalent documentation.

(f) When a member of PRS has acquired the right to adapt, arrange, re-publish 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) PRS shall be entitled to deduct from the sums it collects for the account of AMAR the percentage necessary to cover its effective administrative expenses. This percentage shall not be higher than that which is deducted for this purpose



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from the sums collected for members of PRS, and the latter shall always endeavour to keep within reasonable limits in this respect, having regard to local conditions in the territories in which it operates.

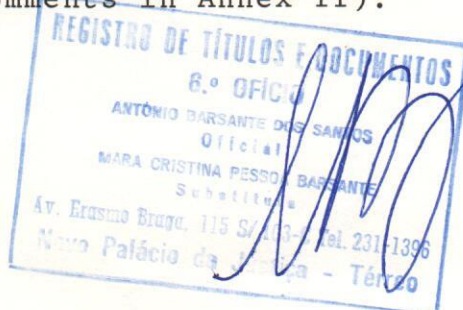
(II) Whenever it does not make any supplementary collection in favour of pensions, benevolent or provident funds for its members, or for the promotion of the national arts, or in favour of any funds serving similar purposes, PRS shall have the right to deduct from the sums collected by it which belong to AMAR ten per cent (10%) at the maximum, which shall be allocated to the said purpose.

(III) Any other deductions, apart from taxes, that PRS may make or be obliged to make from the net royalties accruing to AMAR shall give rise to special arrangements between the contracting parties.

(IV) No part of the royalties collected by PRS for the account of AMAR in return for the licences which it grants solely in respect of the copyright works which it is authorised to administer may be considered as not distributable to AMAR. With the exception, therefore, only of the deduction mentioned in paragraph (I) of the present Article, and subject to the provisions of paragraphs (II) and (III) of the said Article, the net total of the fees collected by PRS for the account of AMAR must be effectively and entirely distributed to the latter.

Article 9 - (I) PRS 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, except in proven cases of "force majeure".

In the case of modification in the monetary parity of the countries of the contracting Societies (national currencies relative to the usual currency of payment), if this modification represents an effective devaluation and if the payment is made outside the afore-mentioned contractual period, PRS shall use the amount of its national currency necessary in order to provide AMAR with the same amount of its own currency that it would have received if the settlement had been made at the exchange rate applicable on the ninetieth day of the afore-mentioned contractual period, provided that AMAR has complied with all the administrative procedures needed to enable PRS to fulfil its commitment (see comments in Annex II).



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(II) Every payment shall be accompanied by a distribution statement in such form as to enable AMAR to allocate to each interested party, whatever his Society or category of membership, the royalties accruing to him. These statements shall, in principle, be of three kinds:

1. for general royalties;
2. for radio and television royalties;
3. for sound film royalties

They shall be uniform in style and material.

The statements for general fees and for radio and television shall be divided into six columns, the last of which should be left blank (if possible) at the disposal of the receiving Society; the other five columns shall contain:

1. the names of the composers (in alphabetical order);
2. for each composer the titles of his works (in alphabetical order);
3. the interested parties;
4. the share of the receiving Society;
5. the amount of the fees indicated, if possible, in the currency of the country of the distributing Society or, if not possible, in points

The statements for sound-films shall likewise have six columns; the first two columns, however, shall contain instead of the name of the composer and the title of the work:

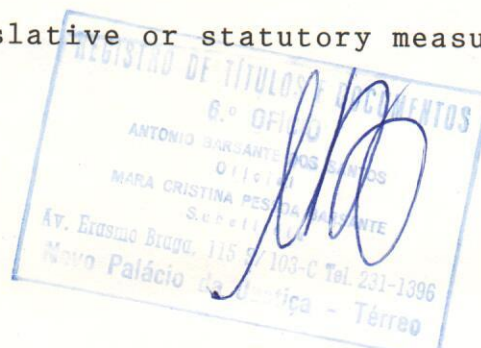
1. the title of the film in the language of the country of exploitation;
2. the original title of the said film

(III) Remittances shall be made by PRS in pounds sterling.

(IV) PRS shall remain responsible to AMAR for any error or omission in the distribution of royalties derived from works in the repertoire of AMAR.

(V) The mere fact that the date for settlement of accounts agreed upon by the contracting Societies has fallen due constitutes in itself without any formality a formal demand on PRS, it being understood that cases of "force majeure" are excepted.

(VI) Insofar as legislative or statutory measures



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impede the freedom of international payments, or exchange control agreements have been or shall be concluded in future by the countries administered by PRS, the latter shall:

(a) without delay, after drawing up the distribution statements for AMAR, immediately take all necessary steps to comply with all formalities that may be required by its governmental authorities in order that the said settlements may be effected at the earliest possible date;

(b) inform AMAR that such measures have been taken when dispatching the statements mentioned in paragraph (II) of this Article.

Article 10 - (I) AMAR shall provide PRS with a complete and detailed list of the real names and pseudonyms of its members, including the date of decease of those author and composer members who were dead at the time this contract was signed, but whose rights it continues to represent. From time to time it shall furnish PRS with supplementary lists in the same format, 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) PRS shall also provide AMAR with an up-to-date copy of its Articles of Association, Rules and Distribution Plan, and shall inform it of any subsequent alterations made thereto during the period of this contract.

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

(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

6.º OFICINA DE DOCUMENTOS  
ANTONIO BARSANTI  
MARA CRISTINA FERRER  
AV. DIEGO FERRER S/N  
C.A. P.R. 231-396





which the author is a national.

(IV) Each contracting Society undertakes not to communicate directly with members of the other Society, but, if occasion arises, to communicate with them through the intermediary of the other Society.

(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 in a spirit of conciliation and in the best interests of that interested party.

DURATION

Article 12 - The present contract shall come into force with effect from 1st January 1987 for a period of one (1) year and subject to the terms of Article 13 shall subsist for periods of one year by tacit renewal unless determined with registered letter by either party at least six months before the expiration of each period.

Article 13 - Notwithstanding the terms of Article 12, this contract may be determined immediately by AMAR.

(a) if an alteration is made in the Rules, Articles of Association or Distribution Plan of the other Society such as may modify to a substantially unfavourable extent the enjoyment or exercise of the patrimonial rights of the current copyright owners of AMAR;

b) if a legal or factual situation arises in the territories administered by PRS such that the members of AMAR are placed in a less favourable position than members of PRS, or if one PRS introduces measures which result in a boycott of works in the repertoire of AMAR.

LEGAL DISPUTES - JURISDICTION

Article 14 - If the two contracting Societies do not consider it appropriate to resort to arbitration between themselves in order to settle any dispute between them, then the Courts competent to decide the question at issue shall be those of the country of the defendant Society.

Executed in good faith

in Rio de Janeiro on July 24, 1987 in London on July 24, 1987.

CHIEF EXECUTIVE

REGISTRO DE TITULOS E DOCUMENTOS  
6. OFICIO  
ANTONIO BERNARDINO DOS SANTOS  
Oficial  
MARA CRISTINA BRESSA BARROS  
Substituta  
Av. Eximio Braga, 115 S/103-C Tel. 221-1396  
Novo Palácio da Justiça - Terreo



ANNEX I (see Article 6 (I) )

Territories administered by PRS in accordance with Article 6(I)

United Kingdom	Jamaica
Republic of Ireland	Kenya*
Isle of Man	Malawi
Channel Islands	Malaysia
	Malta
	Montserrat
Anguilla	Nigeria
Antigua, Barbuda & Redonda	Pakistan
Ascension Islands	Pitcairn Islands
Bahamas	St. Christopher (St. Kitts), and Nevis
Bangladesh	St. Helena
Barbados	St. Lucia
Belize	St. Vincent
Bermuda	Seychelles
British Antarctic Territory	Sierre Leone
British Indian Ocean Territory	Singapore
British Virgin Islands	South Georgia
Brunei	South Sandwich Islands
Cayman Islands	Sri Lanka*
Central & Southern Sandwich Islands	Tanzania
Cyprus	Tonga
Dominica	Trinidad & Tobago*
Falkland Islands	Tristan da Cunha
Ghana	Turks & Caicos Islands
Gibraltar	Uganda
Grenada	Zambia
Guyana	Zimbabwe*
Hong Kong*	
India*	

\* Mandate exercised through CASH (Hong Kong), COTT (Trinidad & Tobago), IPRS (India), MCSK (Kenya), MCSN (Nigeria), SLPRS (Sri Lanka) and ZIMRA (Zimbabwe).



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ANNEX II (Article 9 (I))

Comments

- a) In order to be taken into consideration, the devaluation which has effectively taken place in the country of the debtor Society must have come into effect at the close of a period of 90 days from the date of its distribution to its own members. In other words, any devaluation coming into effect in the course of this period, including the ninetieth day thereof, shall not be taken into account for the purpose of applying the rule set out in Article 9(I), paragraph 2e.
- b) It is therefore essential, in order correctly to apply the aforementioned rule (calculation of the 90-day payment period stipulated in the contract), for the contracting Societies to make known reciprocally and very precisely (either within the contract concluded by them itself or in addition to it) the dates of their distribution to their own members.
- c) The loss resulting from the difference between the exchange rate applicable before devaluation and the devalued exchange rate must be covered by the debtor Society from the sum accruing to its own members (deduction from the sums available for its social and/or cultural fund, for example).
- d) If the supplementary payment owed by the debtor Society (the difference between the exchange rate before devaluation and the devalued rate) is not sent with the principal payment, or is not sent at a later stage once it is established that this supplementary payment is due, under the rule set out in Article 9(I), paragraph 2e, the creditor Society shall be entitled to have recourse to the compensation system insofar as such a system is materially and legally possible.
- e) If a Society has real difficulties in effecting transfers due to extremely long procedures required by the authorities (exchange control), the contractual obligations which it has entered into shall be fulfilled if it provides evidence that it has duly submitted an official request for transfer to its competent government authorities within the 90 days in question. This evidence must consist in the production of an official document from the competent national authorities certifying that such a request has been duly presented to them and the date thereof.



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