

Unilateral Reciprocal Performer Payment Agreement

The undersigned Parties:

Associação de Músicos, Arranjadores e Regentes ("AMAR"), with offices located at Av. Rio Branco, 18 / 19º e 20º andar – Centro. Rio de Janeiro, CEP. 20.090-000, Brazil

On the one hand

And

SoundExchange, Inc. ("SoundExchange"), a Delaware nonprofit organization with offices located at 733 10th Street NW, 10th Floor, Washington, District of Columbia, 20001

On the other hand

(Individually a "Contracting Party" and collectively the "Contracting Parties")

Declare that

Whereas SoundExchange has been designated by United States governmental authorities to collect royalties for certain uses of sound recordings in the United States pursuant to the statutory license codified in U.S. law;

Whereas a portion of those royalties are allocated to Featured Artists under U.S. law, whether or not they are members or registrants of SoundExchange;

Whereas SoundExchange may have royalties allocated to featured performers who are members of AMAR;

Whereas AMAR enters into membership agreements authorizing it to collect its members royalties outside *Brazil*;

Whereas the purpose of this Agreement is to facilitate the payment of royalties due to the members of AMAR and hereby remedy difficulties arising for such members;

Whereas the Contracting Parties agree a proper management of the rights of performers requires the ability to effectively distribute royalties to performers as required by the Contracting Parties' respective national laws, and as far as possible in proportion to the actual use of the applicable recordings;

Whereas SoundExchange is able to pay AMAR royalties to its respective members according to the same rules and at the same time of any payment to its own direct members or registrants as from the entry into force of this Agreement;

And have made the following:

AGREEMENT

Article 1 - Definitions

"Featured Artist" shall mean with respect to royalties collected, allocated, and paid out by SoundExchange, the performing group or ensemble or, if not a group or ensemble, the individual performer, identified most prominently in print on, or otherwise in connection with, the phonorecord actually being performed. Except in the case of a sound recording consisting of a compilation of sound recordings by more than one performer or group or ensemble, there will ordinarily be only one Featured Artist per phonorecord. A vocalist or soloist performing along with a group or ensemble is not a Featured Artist unless that person is identified in connection with the phonorecord as the primary performer. Where both the vocalist and soloist and the group or ensemble are identified as a single entity and with equal prominence, both the individual and the group qualify as the Featured Artist.

"Royalties" shall mean with respect to any amounts collected, allocated, and/or paid out by SoundExchange, money which is due to performers and Featured Artists, pursuant to and limited by U.S. law.

Article 2 - Territory of the Agreement

This Agreement covers the management of the rights of featured performers in the United States.

SoundExchange is operating in the United States under the United States Copyright Act, 17 U.S.C. Secs. 112 & 114.

Article 3 - Authorization to Manage

AMAR warrants that it is entitled to represent its respective members within the territory determined in Article 2 and with respect to the rights as specified in Annex I to this Agreement.

In accordance with the mandates given by its members, AMAR empowers SoundExchange to represent, in the United States, the members of AMAR as to the use of recorded performances protected under applicable laws and international conventions, with respect to the performers' rights specified in Annex I to this Agreement.

Article 4 - Membership

This Agreement covers the rights of only those members of AMAR who have authorized AMAR to represent the member within the United States. Members who have authorized both AMAR and SoundExchange to collect royalties for the

performer for the territory of the United States are not covered by this Agreement and shall be paid directly by SoundExchange.

To the extent AMAR is a member of the International Performers Database Association ("IPDA"), it shall endeavor to check the International Performers Database ("IPD") for the membership of any performer who applies for membership to AMAR. In the event that a performer is found to be a member or registrant of SoundExchange (whether through the IPD or otherwise) AMAR shall notify SoundExchange of such within a reasonable period of time.

Heirs of deceased members can succeed in the membership.

Article 5 - Liability

The Contracting Parties will cooperate to ensure that the members of AMAR receive their rightful royalties in accordance with the national legislation and distribution rules that apply in the United States.

Any claim for royalties from members of AMAR shall be settled by AMAR. Thus, no such members of AMAR can claim any royalties from SoundExchange, to the extent such members are covered by this Agreement.

Article 6 - Mutual Recognition of Rules

AMAR agrees that the statutes or bylaws and distribution rules of SoundExchange shall control distributions in the United States.

Article 7 - Cooperation

The Contracting Parties agree to provide each other information and to take any steps reasonably necessary for the proper functioning of this Agreement and the effective management of the rights referred to in Annex I.

Article 8 - Costs

AMAR acknowledges SoundExchange's ability to deduct costs on payments it receives from users of sound recordings, pursuant to SoundExchange's domestic legislation or distribution methodologies (hereafter "Management Costs").

In no event shall SoundExchange charge a higher Management Cost on payments it sends to AMAR than it charges to payments within its own territory.

Notwithstanding the foregoing, AMAR shall be permitted to deduct from the royalties it receives from SoundExchange those costs that it lawfully may deduct prior to AMAR's payment to its members.

Article 9 - Settlement of Disputes

By negotiation the Contracting Parties shall make every effort to resolve any dispute that may arise from or in connection with this Agreement or its application.

Where no resolution can be reached from negotiation, the said dispute shall be

submitted to and governed by the Defendant's court of law.

Article 10 - Force Majeure and Hardship

If for reasons of force majeure or hardship a Contracting Party cannot fulfill its obligation in accordance with this Agreement, the necessary consequences shall be negotiated by the Parties or settled in accordance with Article 9. The Parties will renegotiate this Agreement in good faith, taking into account any changes that may have occurred.

Article 11 - Non-Transferability of the Agreement

None of the Contracting Parties shall have the right to assign this Agreement in part or whole to any third party whatsoever without the written consent of the other Party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, any Contracting Party may assign this Agreement to a parent, subsidiary or affiliate without consent of the other Contracting Party. For the purposes of this Article, a parent, subsidiary, or affiliate is an entity with at least fifty percent (50%) common control with the assigning Contracting Party. In the event of such assignment, the Contracting Party making the assignment shall inform the other Contracting Party. Any assignment or attempted assignment in violation of this Article shall be null and void.

Article 12 - Revision of Legislation

In the event of amendments to the applicable national or international conventions, or the adoption of new international instruments aimed at introducing new rights or extending existing ones, the Contracting Parties hereby agree to amend this Agreement so that the mutual powers of management may reflect the new provisions or rights.

Article 13 - Data Protection

Each Contracting Party shall ensure that it complies with the provisions and obligations imposed on it by the applicable data protection legislation in its own territory.

Each Contracting Party shall be responsible for obtaining any necessary consent for the collection and use of personal data that it may transfer to the other Parties.

Article 14 - Confidentiality

Each Contracting Party shall take appropriate steps to ensure confidentiality of the information to the extent required under the applicable statutory provisions of its own territory.

The Contracting Parties shall use the information exchanged pursuant to this

Agreement only in furtherance of this Agreement and for any purposes relating to the proper payment of performers, including but not limited to posting/publicizing the names of entitled performers and Featured Artists, and representing them in all aspects of and before all government and court entities involved in relevant proceedings to determine rates and terms for the collection and distribution of royalties.

Article 15 - Duration

(a) This Agreement shall enter into force on the date of its conclusion and shall continue to be in force until the end of the second calendar year following this date (the End Date).

(b) If any of the Contracting Parties wishes to terminate this Agreement on the End Date, it shall give to the other Contracting Party written notice of its intention to terminate no later than sixty (60) days before the End Date.

(c) If no notice is given under clause (b) above, this Agreement shall remain in force automatically for a period of twelve (12) months beyond the former End Date (the Extended End Date) and this clause shall continue to operate to extend the term of this Agreement for successive periods of twelve (12) months, unless notice of non-renewal is given in the form of written notice sent by registered mail by one Contracting Party to the others no later than sixty (60) days before the Extended End Date identified by this clause at the time such notice is given.

(d) Royalties paid by one Contracting Party to another under this Agreement prior to termination may be distributed by the receiving Party notwithstanding such distribution takes place following termination of this Agreement.

(e) The Contracting Parties may terminate this Agreement at any time by a writing signed by all the Contracting Parties.

(f) A Contracting Party may terminate this Agreement in the event of a material breach of any obligation, representation, or warranty by any other Contracting Party owing an obligation to the terminating Contracting Party, provided the other Contracting Party has not cured such material breach within thirty (30) days of receipt of notice of such breach by the terminating Contracting Party. Failure to remit royalties at least once annually shall constitute material breach.

Article 16 - Defense & Indemnification

AMAR shall defend and hold SoundExchange harmless from, and indemnify SoundExchange against, any and all liability, loss, damages, and/or reasonable court costs that may result from the gross negligence or willful misconduct of AMAR in connection with the receipt of Royalties from SoundExchange.

Article 17 - Miscellaneous

This Agreement shall inure to the benefit of and be binding upon each of the Contracting Parties hereto and their respective successors and permitted assigns.

All notices and other communications between the Contracting Parties hereto shall be in writing and deemed received 1) when delivered in person; 2) upon confirmed transmission by facsimile device; or 3) five (5) days after deposit in the national mail service of a Contracting Party, postage prepaid, with confirmation of delivery, addressed to the other Contracting Parties at the addresses set forth below (or such other address as such other Parties may supply by written notice):

SoundExchange: Michael J. Huppe
President & CEO
SoundExchange, Inc.
733 10th St. NW, 10th Floor
Washington, DC 20001
Phone: +1 202.640.5858
Facsimile: +1 202.640.5859

with a copy to: Charles Colin Rushing
Senior Vice President & General Counsel
SoundExchange, Inc.
733 10th St. NW, 10th Floor
Washington, DC 20001
Phone: +1 202.640.5858
Facsimile: +1 202.640.5859

AMAR: Name: MARCO VENÍCIO MORORO DE ANDRADE
Title: DIRECTOR
Associação de Músicos, Arranjadores e Regentes
Av. Rio Branco, 18 / 19º e 20º andar – Centro
Rio de Janeiro - CEP. 20.090-000
Brazil
Phone: +55(21) 3043-7777

The remedies provided in this Agreement shall be cumulative and shall not preclude assertion by any Contracting Party of any other rights or the seeking of any other remedies against the other Contracting Parties hereto. No failure to exercise, no partial exercise, and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right, power or privilege.

This Agreement expresses the entire understanding of the Contracting Parties and supersedes all prior and contemporaneous agreements and undertakings of the Contracting Parties with respect to the subject matter hereof.

Each Contracting Party represents that it will not, directly or indirectly, offer, pay, promise to pay, or authorize the payment of anything of value to: (i) an executive, official, employee or agent of a governmental department, agency or instrumentality, (ii) a director, officer, employee or agent of a wholly or partially government-owned or -controlled company or business, (iii) a political party or official thereof, or candidate for political office, or (iv) an executive, official, employee or agent of a public international organization (e.g., the International Monetary Fund or the World Bank) ("Government Official"); while knowing or having a reasonable belief that all or some portion will be used for the purpose

of: (a) influencing any act, decision or failure to act by a Government Official in his or her official capacity, (b) inducing a Government Official to use his or her influence with a government or instrumentality to affect any act or decision of such government or entity, or (c) securing an improper advantage.

Each Contracting Party shall be permitted to disclose and publicize the existence of this Agreement.

The provisions of Article 14 of this Agreement and Articles 5 and 7 of Annex I shall survive the expiration or termination of this Agreement for any reason.

If any part of this Agreement is found to be illegal or unenforceable, such finding shall not affect the legality or enforceability of any other provision of this Agreement and such provision(s) shall continue to remain in force.

This Agreement may be executed in any number of counterparts and may be executed by facsimile. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Date: 27-SEPT-2019

Date: 05-OCT-2017

For SOUNDEXCHANGE, INC.

For AMAR

Michael Wyppe

[Signature]

ANNEX I
to the Agreement between AMAR and SoundExchange

Article 1 - Performers' Rights covered by the Agreement

The following performers' rights conferred to the members of AMAR under SoundExchange's national legislation are covered by the Agreement:

SoundExchange:

Pursuant to the United States Copyright Act, 17 U.S.C. Sec. 114(g)(2)(D), SoundExchange collects and distributes performance royalties to Featured Artists for the non-interactive digital audio transmission of sound recordings via subscription satellite radio, webcasting and simulcasting, and audio only cable and satellite television.

Criteria for the protection of sound recordings in the United States

Pursuant to the United States Copyright Act, 17 U.S.C. Sec. 104(b)(1)-(3), sound recordings are protected in the United States if: a) the creators of those sound recordings were nationals of the United States or a "treaty party" at the time of publication of the sound recording; b) the sound recording is first published in the United States or a treaty party; or c) the sound recording was first fixed in a treaty party.

Pursuant to the United States Copyright Act, 17 U.S.C. Sec. 101, a "treaty party" is defined as a "country or intergovernmental organization other than the United States that is a party to an intergovernmental agreement." Under 17 U.S.C. Sec. 101 an "international agreement" includes the WIPO Performances and Phonograms Treaty."

Article 2 - Objective of the Agreement

The objective of the Agreement is the transfer from SoundExchange to AMAR of royalties distributed to individual performers represented by AMAR. The transfer shall cover royalties collected by SoundExchange unless previously distributed or released in accordance with law.

SoundExchange make domestic distributions under their respective national laws based on the information on the actual use of sound recordings.

SoundExchange, consistent with U.S. law, will pay out royalties to individual identified performers.

For the purpose of facilitating a timely exchange of royalties, and in recognition of their different distribution methodologies, systems, and legal requirements, the Contracting Parties acknowledge that royalty exchanges shall be based, at the track level, on the identity of the main artist reported by users of sound recordings to each Contracting Party, and as further detailed in this Annex.

The Contracting Parties recognize that their respective systems and processes will change over time, in order to increase the efficiency and accuracy of their respective distributions and the exchange of royalties under the Agreement. Upon such change, the Contracting Party making the change shall inform the other Contracting Parties.

Article 3 - Exchange of Information

Article 3.1 - AMAR Claims to SoundExchange

At least once per calendar year of the term of this Agreement:

- (a) AMAR will provide to SoundExchange a list of the featured performers for whom it can collect U.S. Royalties, along with associated sound recording data, and full performer lineup, for each recording on which the performer performed.
- (b) SoundExchange will process the data supplied by AMAR and make applicable payment to AMAR for such claimed featured performers.

Article 3.2 - Mandate Conflicts

To the extent SoundExchange directly represents any featured performer, SoundExchange may continue to directly pay such featured performer.

To the extent SoundExchange is already paying another Collective Management Organization ("CMO") for a performer claimed by AMAR, such claims ("Conflicting Claims") shall be resolved in accordance with the following procedure:

- (a) SoundExchange shall contact AMAR and the other CMO and ask whether each maintains or disclaims its representation of the applicable performer.
- (b) If, within ninety (90) days of notification, either AMAR or the other CMO maintains its claim and the other disclaims, then the performer shall be associated to the maintaining party.
- (c) If, within ninety (90) days of notification, both AMAR and the other CMO disclaim their representation of the applicable performer, then SoundExchange may choose to resolve such account in accordance with its domestic laws and local rules and regulations.
- (d) If, within ninety (90) days of notification, both AMAR and the other CMO maintain their representation of the applicable performer, then SoundExchange shall put such account on hold pending AMAR's and other CMO's mutual agreement as to representation of that performer. Notwithstanding the foregoing, the Contracting Parties may choose to resolve such account in accordance with its domestic laws and local rules and regulations.
- (e) If, within ninety (90) days of notification, either AMAR or the other CMO has not responded to SoundExchange, SoundExchange shall make payment to the party maintaining its claim, or if neither respond, then in accordance with its domestic laws and local rules and regulations.

Article 3.3 - Information on Membership

At least once per calendar year through the duration of the Agreement, AMAR shall provide SoundExchange the following information on its members which are covered by the Agreement, to substantiate the claims for royalties:

Performer First Name
Performer Last Name
Group Name
Pseudonym
Date of Birth
Country of Residence
Country of Citizenship
International Performer Identification Number (IPN - If Applicable)
Local Performer Identification Number
Gender

To the extent the Contracting Parties are members of the International Performers Database Association ("IPDA"), they authorize each other to extract and download the above data directly from the International Performers Database ("IPD").

Article 3.4 - Recording Information for Audio Agreements

Exchange on Basis of Track Information

At least once per calendar year through the duration of the Agreement, AMAR shall provide SoundExchange information regarding the following recording and performer contributions for which it is seeking Royalties.

Recording:

Release Information:

Album Artist
Album Title
Album Version
UPC
Catalog Number
Release Date
Marketing Label Name

Track Information:

Disc Number
Track Number
ISRC
Track Title
Track Version
Track Artist
Track Timing

Explicit (Y/N)
Genre
Recording Date
Location of Recording
First Date of Release
First Country of Release
"P Line" Information
Composer
Publisher

Producer Information:

Master Recording Owner
Collection Rights Begin Date
Collection Rights End Date
Territory of Collection Rights

Performer Contribution on Particular Recording (For Each Contribution):

Performer Last Name
Performer First Name
Date of Birth
Country of Residence
Country of Citizenship
International Performer Identification Number (IPN - If Applicable)
Local Performer Identification Number
Gender
Role

Total Number of Featured Performers Per Applicable Recording
Total Number of Non featured Performers Per Applicable Recording

The above information shall comprise all participating performers, irrespective of their membership or nationality.

SoundExchange shall store exchanged information regarding the specific tracks and participating performers in its domestic recording databases after finalizing the annual exchange.

Article 3.5 - Additional Information to be Provided

To the extent required by law or international treaty, SoundExchange shall withhold taxes from any distributions to AMAR.

The Contracting Parties shall coordinate to inform each other as to how to avoid having taxes withheld in distributions. A Contracting Party providing withholding information pursuant to the Agreement shall not be deemed to be providing the other Contracting Party with legal advice when providing such information. Each Contracting Party shall be responsible for obtaining any necessary legal opinions. Information about withholding taxes need not be attached prior to the date of execution of the Agreement, but should be provided in a reasonable amount of time following such date.

Article 3.7 - Future Information Exchanges

The Contracting Parties may exchange or access information to facilitate the transfer of royalties in any form or through any process to which they mutually agree, whether now in existence or later developed.

Article 4 - Transfer of Royalties

At least once per calendar year through the duration of the Agreement, and at the same time it issues such information to its national members or registrants, SoundExchange shall send to AMAR an electronic statement identifying the amount of the payment, in local currency, for each applicable performer.

Payments by SoundExchange to AMAR shall be made in United States dollars (USD). The initial transfer shall cover the royalties collected by SoundExchange to the extent such amounts have not been previously distributed or released in accordance with law and as stated in Article 2 of this Annex.

If in any given year the amounts to be exchanged are not in proper proportion to the costs involved, the Contracting Parties shall agree on the best method to handle this.

Article 5 - Payment to Performers

AMAR shall endeavor to pass on the royalties specified pursuant to their respective laws, rules, regulations, or distribution methodologies and guidelines, to the named performers or Featured Artists within the later of: (i) twelve (12) months of receipt of such royalties; or (ii) at the time AMAR pays its own direct members for royalties covering the same period. If the royalties cannot be paid out within thirty-six (36) months, the amounts may be returned to SoundExchange.

Article 6 - Non-Transfer of Royalties

Except as expressly provided in the Agreement, royalties reserved for performers who are residents in Brazil but not members of AMAR or members or registrants of SoundExchange, or who cannot be properly identified, stay in the United States.

Royalties to performers from Brazil which cannot be transferred by way of the Agreement, or directly to the applicable performer, shall be reserved in accordance with the national rules of limitation and subsequently distributed according to the applicable United States distribution rules.

Article 7 - Control Procedures

AMAR shall have the same rights as local members of SoundExchange to inspect at the office premises of SoundExchange during normal office hours and not more than once in a two (2)-year period all relevant documentation and information concerning the performers who are members of AMAR, registered

sound recordings associated with such members, and the accuracy of the royalties due or distributed by SoundExchange to AMAR on behalf of such members, which enables the Contracting Parties to exercise control of the proper functioning of the Agreement.

Any verification shall be conducted by a person or entity competent to determine whether SoundExchange has properly calculated the royalties allocable and paid to AMAR.

SoundExchange shall use commercially reasonable efforts to obtain or to provide access to any relevant records maintained by third parties for the purpose of verification and retain such records for a period not less than three (3) years.

AMAR shall pay its own cost of a verification.

Article 8 - Duration

This Annex shall enter into and remain in force simultaneously with the Agreement.

Date: September 27, 2017

Date: 05-OCT-2017

For SOUNDEXCHANGE, INC.

For AMAR

Michael Huppe

[Signature]