

CONTRACT FOR UNILATERAL REPRESENTATION
OF BETWEEN PUBLIC PERFORMANCE RIGHTS

Between the undersigned

The **Associação de Músicos, Arranjadores e Regentes – Sociedade Musical Brasileira**, hereafter “**AMAR/SOMBRÁS**”, whose registered office is at Av. Rio Branco 18b, 19º e 20º andar- Centro – Rio de Janeiro – RJ, CEP 20090-000 – Brasil represented by **MARCO VENÍCIO MORORÓ DE ANDRADE** specifically authorised for the purposes of the present contract. by (resolution of the board of directors, power of attorney, articles of association, etc...)

On the one part;

And

the SOCIETY **ARTISJUS HUNGARIAN BUREAU** for the PROTECTION of AUTHORS' RIGHTS, hereinafter ARTISJUS whose registered office is at 1016 Budapest, Mészáros u. 15-17; represented by General Director Dr András Szinger, specifically authorised for the purposes of the present contract by Articles of Association

On the other part;

It is agreed as follows:

Art. 1.-

(I) By virtue of the present contract, the **AMAR** confers on the ARTISJUS the non-exclusive right, in the territories in which Artisjus operates (as defined in Art. 6) to authorise all public performances (as defined in paragraph (II) of this Article) of non-dramatic 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 the **AMAR** by its members, in accordance with its membership agreements, articles of association and rules the said works collectively constituting “the repertoire of the **AMAR**”.

(II) Under the terms of the present contract, the expression “**public performances**” means any right that now exists or may exist in the future covering all sounds and performances rendered audible to the public in any place within the territories in which Artisjus operates, by any means and in any way whatsoever, whether the said means be already known or hereafter discovered and shall include performances provided by **live means**, instrumental or vocal; by **mechanical means** including but not limited to analogue or digital sound recordings whether phonographic records, discs, wires, tapes and sound tracks and similar devices capable of reproducing sound by **processes of projection** (including but not limited to videogames, whether sound film, tape



and similar devices capable of reproducing sound), by means of **telecommunication** (including but not limited to wire, radio, visual, optical or other electromagnetic system); by means of **broadcast**, diffusion or other transmission (such as radio and television broadcasts, satellite broadcasts, cablecasts and cable retransmission whether made directly, relayed or retransmitted); by means of **online** and mobile services where the musical works are made available to the public on demand; and by any similar means and devices.

For the avoidance of doubt **cable retransmission** includes the simultaneous, unaltered and unabridged retransmission by cable or microwave system; by wire or over the air; terrestrial or over a satellite or by any other means for reception by the public of an initial transmission.

For the avoidance of doubt **online/mobile services** covers any interactive (on demand) service provided for reception by end-users by means of internet protocols, or similar networks or platforms such as wireless application protocol (WAP); short messaging service (SMS) or other similar applications.

For the avoidance of doubt the public audition or public performance by mechanical means may only be regarded lawful if the mechanical right owner (or his representative) has authorized the mechanical reproduction of the sound carrier in question for the purposes of its public performance.

For the avoidance of doubt performance by processes of projection (sound film) may only be regarded lawful if the synchronization right has also been duly granted by the copyright owner (or by his representative).

Art. 2.-

(I) The right to authorise performances, as referred to in Art.1, entitles **ARTISJUS**, within the limits of the powers granted 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 author 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 turn for the authorisations granted by it (as provided in a) above); to receive all sums due as indemnification or damages for unauthorised performances of the works in question; to give valid receipt for the collections made and sums received as aforesaid;

c) to commence, pursue and settle either in its own name or that of the author 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; to submit any such legal action to arbitration, court of law, or special or administrative tribunal; and

d) to take any other action for the purpose of ensuring the protection of the performance rights 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, **ARTISJUS** 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 Art. 2.

Art. 3.-

(I) By virtue of the powers conferred by Articles 1 and 2, **ARTISJUS** 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, and to do this within the limits of the legal protection afforded to a foreign work in the country where protection is claimed.

In particular, **ARTISJUS** shall apply to works in the repertoire of **AMAR** the same tariffs, methods and means of collection and distribution of royalties as those which it applies to works in its own repertoire.

(II) Each of the contracting societies undertakes to send to the other society any information for which it may be asked concerning the tariffs it applies to different kinds of public performance in its own territories.

(III) For the purpose of co-ordinating their efforts to raise the level of copyright protection in their respective countries and with a view to equating the economic content of the present contract, each society undertakes, at the request of the other society, to concert with the other society in seeking the most effective means to this end.

Art. 4.-

AMAR shall place at the disposal of **ARTISJUS** all documents enabling **ARTISJUS** to justify the royalties it is responsible for collecting under the present contract and to take any legal or other action and **AMAR** shall also place at the disposal of **Artisjus** all documents requested in relation with the performance of the present contract.

Art. 5.-

(I) **ARTISJUS** shall place at the disposal of **AMAR** all documents, records and information in order to enable him to monitor **ARTISJUS'** effective and thorough administration of his repertoire.

In particular, each contracting party shall inform the other 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 **ARTISJUS'** relevant records and to obtain relevant information from it relating to the collection and distribution of royalties to enable it to check the performance of present contract.

(III) Each contracting party may accredit a representative to the other society to carry out on its behalf the check provided for in section 4 and section 5 paragraph (I) and (II) above.

(IV) The rights granted to each contracting society under Art. 4 and 5 of this contract are subject to non-disclosure rules applicable to the societies' or third parties' confidential information.



TERRITORY

Art. 6.-

The territories in which the ARTISJUS operates are as follows: Hungary

DISTRIBUTION OF ROYALTIES

Art. 7.-

(I) **ARTISJUS** undertakes to do its utmost to obtain programmes of all public performances which take place in Hungary 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 Hungary shall be made in accordance with Article 3 and the distribution rules of **ARTISJUS** having regard, nevertheless, to the mandatory documentation and distribution procedures and rules established by CISAC, and any subsequent amendments to or new versions of those rules or procedures.

Art. 8.-

(I) **ARTISJUS** 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 the distributing society, and the latter society shall always endeavour in this respect to keep within reasonable limits, having regard to local conditions in the territories 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 favor of any funds serving similar purposes, **ARTISJUS** shall be entitled to deduct from the sums collected by it on behalf of the other contracting society 10% at the maximum, which shall be allocated to the said purposes.

(III) Any other deductions, apart from taxes, that **ARTISJUS** may make or be obliged to make from the net royalties accruing to the other society would give rise to special arrangements between the contracting parties so as to enable the not making such deductions to recoup itself as far as possible from the royalties connected by it for the account of the other Society.

(IV) With the exception of the deduction mentioned in paragraph (I) 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 **ARTISJUS** for the account of **AMAR** shall be entirely and effectively distributed to the latter.

Art. 9.-

(I) **ARTISJUS** shall distribute to the other 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 after **ARTISJUS** has received by post the original of the Certificate of **AMAR**' Tax Residency, the IRS has issued and signed in and for each current tax year.



(II) Each payment shall be accompanied by a distribution statement in the latest versions of CRD applied by BIEM/CISAC as to enable AMAR to allocate to each interested party, whatever his membership or category as member, the royalties accruing to him. These statements shall be uniform in style and content, and conform to the standards recommended from time to time by BIEM/CISAC.

(III) Settlements shall be made by ARTISJUS in the local currency (HUF).

(IV) The mere fact that the date for settlement of accounts agreed upon between the contracting societies has fallen due constitutes in itself, without any formality being necessary to that effect, a formal demand on the society which has failed to make the payment due to the other society on the date in question. Naturally, this provision is subject to force majeure.

Art. 10.-

(I) Each Society undertakes to supply on a regular basis to the Interested Parties Information (IPI) complete, detailed and accurate information on the real names and the pseudonyms of its current members, including the date of decease, deletions and alterations. Furthermore each Society undertakes the use of IPI outputs as the basis for its identification of and distribution in respect of the membership of the other Society.

(II) Upon request of the other society one society also provides the other with additional information on their members or with a copy of its current articles of association and rules, including its distribution plan.

(III) Each of the contracting Societies shall have reasonable access to relevant information of the other Society which have a bearing on the carrying out of this Contract.

(IV) In accordance with this Contract Societies might share information with each other such as information regarding their repertoire, documentary and financial data. Societies agree that they shall keep this information confidential and they shall refrain from disclosing them to third persons without the prior consent of the other.

Art. 11.-

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

(II) Nevertheless, the preceding clause shall not be interpreted as prohibiting either of the contracting societies from accepting membership requests from right holders without prejudice the right of that society to control whether those requests is in conflict with any valid and effective mandates of the requesting right holder.

(III) The contracting societies are not obliged to communicate directly with members of the other society, but, if occasion arises to communicate with members of the other society they do it through the intermediary of the other society.

(IV) 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 between them in the widest spirit of conciliation.



CISAC

Art. 12.-

The present contract is subject to the provisions of the statutes and decisions of the International Confederation of Societies of Authors and Composers (CISAC).

DURATION

Art. 13.-

The present contract shall come into force as from 1st January 2015 and (subject to the terms of Art. 14) shall continue in force from year to year by automatic extension if it has not been terminated by registered letter at least 3 months before the expiration of such annual period.

Art. 14.-

Notwithstanding the terms of Art 13, the present contract may be determined immediately by one of the contracting societies:

a) If an alteration is made in the articles of association, rules or distribution plan of **ARTISJUS** may modify in an appreciably unfavourable way the enjoyment or exercise of the patrimonial rights of the present owners of the copyrights administered by AMAR. Any change of this nature shall be verified by the competent body of the CISAC. After such verification, the CISAC's Board of Directors may allow the representing society a period of three months to remedy the situation thus created. When this period has expired without the necessary steps having been taken by the society in question the present contract may be terminated by the unilaterally expressed wish of the society represented, if it so decides;

b) If such a legal or factual situation arises in the country of **ARTISJUS** that the members of the other society are placed in a less favourable position than the members of the society of the said country, or if one of the contracting societies puts into practice measures resulting in a boycott of the works in the repertoire of the other contracting society.

LEGAL DISPUTES – JURISDICTION

Art. 15.-

(1) Each of the contracting societies may seek the advice of CISAC'S Board of Directors about any difficulty which may arise between the two societies regarding the interpretation or performance of this contract.



(II) The two societies may agree to resort to arbitration by the CISAC's appropriate authority in order to settle any dispute that may arise between them with regard to the present contract.

(III) If the two contracting societies do not think it appropriate to resort to arbitration by CISAC, or to arrange between them for arbitration, even independently of the CISAC, in order to settle their disagreement, the competent court to decide any dispute between the Contracting Parties relating to this Agreement shall be the court in which the Contracting Party that is the defendant in the dispute is domiciled.

Signed:

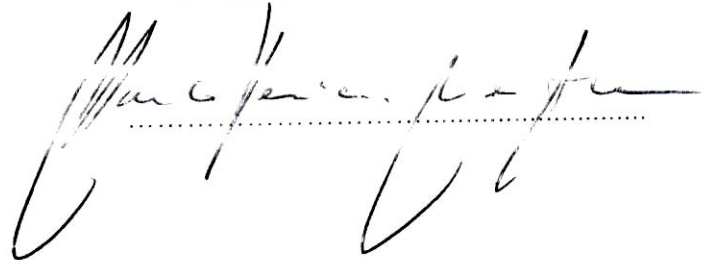
At Budapest on 1 October 2015


At Rio de Janeiro on 01 January 2015

For the ARTISJUS:
Read and approved,
General Director dr. András Szinger


For the AMAR:
Read and approved,
Marco Venício Mororó de Andrade
President


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**OFÍCIO DE NOTAS E REGISTRO DE CONTRATOS MARÍTIMOS**
ALDIR MELCHIADES DE SOUZA - Notário Público / Rua Acre, nº 28 - Loja e sobreloja - Centro 092163AA655146
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Reconheço por SEMELHANÇA as firmas de:
MARCO VENICIO MORORO DE ANDRADE.....
Selos: EPDJ82933-RPG
Consulte em <https://www3.tjrj.jus.br/sitepublico>
Rio de Janeiro, 27 de agosto de 2015
MARCELO DA SILVEIRA DO NASCIMENTO Mat:94-17119

**OFÍCIO DE NOTAS**
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