

CONTRACT OF UNILATERAL REPRESENTATION

Between

AUTODIA - Collecting Management Organization of Music Authors and Rightsholders "AUTODIA (Autodiaxeirisi)", {hereinafter referred to as AUTODIA}, whose registered office is at 3 Korai Street, 105 64 Athens, and whose contact information is as follows: Telephone: +302103215278, E-mail: autodia@autodia.gr, represented by its CEO Mr Yiannis Stathakopoulos

on the one part, and

AMAR SOMBRÁS – Associação de Músicos, Arranjadores e Regentes – Sociedade Musical Brasileira (hereinafter referred to as AMAR), whose registered office is at Avendia Rio Branco, 18 - 20th floor - Centro - Rio de Janeiro, RJ – CEP 20090-000 and whose contact information is as follows: Telephone: +552130437777, E-mail: amar@amar.art.br, represented by its General Director Mr Marco Venício Mororó de Andrade

on the other part.

Article 1

By the present contract AMAR confers on AUTODIA the exclusive right in the territories administered by the latter Society (as defined in Art. 7) to authorize all public performances (as defined in Art. 2 hereafter) 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 in so far as the performing right in the work concerned has been or shall be, during the period of the present contract, assigned to, transferred to, or conferred upon January 1st, 2019 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*.

Article 2

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 AUTODIA, 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 performances include 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), or diffusion and

transmission (such as radio and television broadcasts, whether direct, relayed or retransmitted), as well as by any process of wireless reception (radio, television and television receiving apparatus, etc.); and by similar means and devices, etc.

Article 3

The exclusive right to authorize performances, as stated in Art. 1, entitles AUTODIA, within the limit of the powers it enjoys by virtue of the present contract, of its own Rules and Articles of Association 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 AMAR and to grant the necessary authorization for such performances;
- (b) to collect all fees stipulated by virtue of these authorizations (as provided in (a) above); to receive all sums due as indemnification or damages for unauthorized performances of the works concerned; to give due and valid receipts 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;
- (d) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- (e) to take any other action necessary to ensure the protection of the performing right in the works covered by the present contract;

Article 4

By virtue of the powers conferred by Articles 1 and 3, AUTODIA 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 those of 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 by law, it is possible to ensure an equivalent protection.

In particular, AUTODIA 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 Art. 8 below) as it applies to the works in its own repertoire.

Article 5

AMAR shall place at the disposal of AUTODIA all documents enabling the latter to justify the royalties which it is called upon to collect in virtue of the present contract and to take any legal or other action in accordance with Art. 3 above.

Article 6



AUTODIA shall place at the disposal of AMAR all documents, records and other information related to the notification of works, the collection and distribution of royalties and the obtaining and verification of programme returns that could be necessary in order to allow the latter the checking of the administration of its repertoire.

Article 7

- 7.1 In application of the present contract, the territory administered by AUTODIA is: GREECE.
- 7.2 For the duration of the present contract, AMAR shall refrain from any interference within the territory of the other Society in the latter's exercise of the mandate conferred by the present contract.

Article 8

The allocation of the sums collected in respect of performances in AUTODIA's territory shall be carried out in accordance with Art. 4 and AUTODIA's distribution rules, due regard being given, however, to the provisions of the following paragraphs:

- (a) When one of the interested parties in a work is member of AUTODIA, this latter will distribute the royalties on the basis its own rules;
- (b) In the case of a work of which the interested parties are members of a Society other than AUTODIA, the latter will distribute the royalties, to the maximum possible extent, in accordance with International Index Cards (or equivalent declarations) sent and accepted by the interested Societies; however, the publisher's share shall in no case exceed 50%.
- (c) When a member of AUTODIA 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 recommendations of CISAC International Confederation of Societies of Authors and Composers as far as accepted by AUTODIA.

Article 9

- 9.1 AUTODIA shall distribute AMAR the sums due to it by virtue of the provisions 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 duly ascertained cases of force majeure.
- 9.2 Every payment shall be accompanied by a distribution statement in such form as to enable AMAR to allocate to each right holder the royalties accruing to him. The statements for general fees and for radio and television fees will contain:
- 1. the names of the composers (in alphabetical order)
 - 2. for each composer the titles of his works (in alphabetical order)
 - 3. the names of the right holders
 - 4. the share of AMAR
 - 5. the amount of the fees indicated, preferably in the currency of the country of AUTODIA or, if not possible, in points. Note: the column "right holders" can be

cancelled if it implies difficulties for the distributing Society.

The statements for sound film shall contain:

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

9.3 The payments will be made in Greek currency.

Article 10

- 10.1 AUTODIA 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 exceed that which is deducted for this purpose from the sums collected for its own members.
- 10.2 AUTODIA is also entitled to deduct from the sums it collects for the account of AMAR a maximum of ten per cent (10%) for social and cultural purposes or in favour of any funds serving similar purposes.
- 10.3 Any other deductions, apart from taxes, that AUTODIA may make or be obliged to make from the net royalties accruing to AMAR shall give rise to special arrangements between the contracting parties.

Article 11

AMAR shall provide AUTODIA 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 are dead at the time when this contract is signed, and whose rights it continues to represent. From time to time it shall send to AUTODIA supplementary lists of the same nature, showing additions, deletions or changes 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.

Article 12

The contracting Societies shall have regard to the provisions of the Statutes and decisions of the International Confederation of Societies of Authors and Composers (CISAC).

Article 13

- 13.1 The members of AMAR shall be represented and protected by AUTODIA under the present contract without the said members being required to comply with any formalities whatever, and without their being required to join AUTODIA.
- 13.2 AUTODIA undertakes not to communicate directly with members of AMAR but, if the occasion arises, to communicate with them through the intermediary of AMAR.
- 13.3 Any disputes or difficulties which may arise between the two contracting Societies relating to the claims of an interested party or assignee shall be settled amicably in a spirit of conciliation.



Article 14

The present contract shall come into force with effect from January 1st, 2019 for a period of one year and shall subsist thereafter from year to year by tacit renewal unless determined with registered letter by either party at least three (3) months before the expiration of each period thereafter.

Article 15

If the two contracting Societies do not consider it appropriate to resort to arbitration between themselves in order to settle any dispute arising between AUTODIA and AMAR regarding the interpretation or performance of this contract, then the Courts competent to decide the question at issue shall be those of the country of the defendant Society.

For AUTODIA

For AMAR

ΟΡΓΑΝΙΣΜΟΣ ΣΥΛΛΟΓΙΚΗΣ
ΔΙΑΧΕΙΡΙΣΗΣ ΜΟΥΣΙΚΩΝ
ΠΝΕΥΜΑΤΙΚΩΝ ΔΙΚΑΙΩΜΑΤΩΝ
Η "ΑΥΤΟΔΙΑΧΕΙΡΙΣΗ"
ΑΣΤΙΚΟΣ ΣΥΝΕΤΑΙΡΙΣΜΟΣ ΠΡΟΚΑΤΕΜΗΝΗΣ ΕΥΘΥΝΗΣ
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Mr. Yiannis Stathakopoulos
CEO

Date: 4/4/2019



Mr Marco Venício Mororó de Andrade
General Director

Date: 15/04/2019