



## UNILATERAL AGREEMENT FOR MECHANICAL RIGHTS

The HELLENIC SOCIETY FOR PROTECTION OF INTELLECTUAL PROPERTY S/A. (AEPI) who represents authors, composers and publishers who are the owners of reproduction rights in musical works (hereinafter referred to as "the Repertoire"),

1. hereby grants exclusive authorization to ASSOCIAÇÃO DEFENSORA DE DIREITOS AUTORAIS FONOMECAÑICOS (ADDAF), who accepts such grant, to administer on AEPI's behalf in the territory of BRAZIL the recording and mechanical reproduction rights, which AEPI holds or may hold in the Repertoire for the term of the present agreement.
2. The administration of the aforementioned rights shall, with the exception of graphic reproduction and, subject of Paragraph 4 (b), apply to any kind of recording and reproduction (on any make of gramophone record, tape, wire, sound film or other device serving to reproduce music mechanically, whether such device be used at the present time or may be invented for the same purpose, in the above mentioned Territory) of literary, dramatic, dramatic-musical and musical works with or without words.
3. AEPI undertakes during the term of the present agreement not to grant to anyone other than ADDAF the administration of the rights covered by this agreement for musical works of which it controls for the aforementioned territory.
4. ADDAF is authorized to:
  - a) subject to paragraph 4 (b), grant the mechanical rights to reproduce in the aforementioned territory any of the works at present or in future administered by AEPI and to put into circulation in any form whatever and wherever it may be the recordings thus made or copies of reproduction
  - b) in the case of reproduction for a motion picture, ADDAF shall not grant any license to mechanically reproduce musical works in the repertoire without first consulting with and obtaining the consent of AEPI as to the terms and rates under which such license is to be granted.

WWW.ADDAF.ORG.BR

ADDAF@ADDAF.ORG.BR

TELS: (21) 2263-5173 - (21) 2233-0905

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AVENIDA RIO BRANCO - 18 - 12º ANDAR CEP 20090-000

CNPJ: 33.575.663/0001-93 - INSCRIÇÃO MUNICIPAL: 01.100.874

RIO DE JANEIRO / RJ / BRASIL

33.692  
Rosa Maria Ripper D'Almeida  
Tradutora Publica  
Praia do Flamengo, 80 / 905  
Flamengo - CEP: 22210-030



c) collect and distribute the amounts agreed upon under the authorization thus granted.

d) take all appropriate measures, including prohibition against recording and mechanical reproduction, in order to safeguard and protect the rights covered by this agreement.

5. The authorization granted to ADDAF 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.
6. The authorization referred to in paragraph 4 a) above will be issued by ADDAF on the same terms and conditions as for its own repertoire.
7. AEPI undertakes to keep ADDAF regularly informed of the content of its repertoire and particularly of its new acquisitions under whatever form such may be, changes of ownership or transfers of title and, on the whole, to supply to ADDAF all information that may be required for the performance of this agreement, all under due responsibility of ADDAF.
8.
  - a) ADDAF shall carry out all distribution and payment operations in connection with the amounts collected for the account of AEPI under this agreement on the same dates and according to the same procedures as for its own repertoire.
  - b) If, according to information provided by AEPI, AEPI receives from ADDAF amounts which it is under obligation to repay in full or in part to a third party, AEPI shall indemnify ADDAF against any such claim that may be advanced by such third party.
9.
  - a) AEPI undertakes to assist ADDAF in respect of legal actions that ADDAF 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) ADDAF will for that purpose have the authority at its cost to lodge suit and appear in court both as plaintiff and as 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

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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 AEPI's interests.

- 10. ADDAF may by delegation entrust the administration on its behalf of the rights covered by this agreement to any other society or any other person of its choice, subject to the terms and conditions applying to the present agreement.
- 11. As sole remuneration for its own activities and those of any third party who might participate in the performance of this agreement, ADDAF will, from the gross amount of the sums collected for AEPI's account, make the same deductions of commission as those made for its own nationals, which at the time of execution of the present agreement is phono 25%.
- 12. a) The present agreement shall commence on August 1<sup>st</sup> and will remain in force for a period of at least three years. It will thereupon be automatically renewed for periods of the same length unless it is cancelled by either party by means of a registered letter forwarded three months before expiry of such period.

Rio de Janeiro, August 1<sup>st</sup>, 2003

**ASSOCIAÇÃO DEFENSORA DE DIREITOS AUTORAIS (ADDAF)**

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Dalton Vogeler - President

**HELLENIC SOCIETY FOR PROTECTION OF INTELLECTUAL PROPERTY S/A.**

*In Amadora, 4th October 2003*

*[Handwritten Signature]*  
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 G. Galanakis - Managing Director

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