



AGREEMENT FOR RECIPROCAL REPRESENTATION

Between

ASSOCIACAO DEFENSORA DE DIREITOS AUTORAIS FONOMECHANICOS (ADDAF), whose head office is at Rua Visconde de Inhauma, 134-3^o andar, CEP 20091-000, Rio de Janeiro, RJ, Brazil, represented by Mr. Dalton Vogeler, President.

On the one part

AND

COMPOSERS AND AUTHORS SOCIETY OF HONG KONG LIMITED (CASH), whose head office is at 18/F., Universal Trade Centre, 3 Arbuthnot Road, Central, Hong Kong, represented by Mr. Malcolm Barnett, Chairman

On the other part

(Hereinafter jointly called THE SOCIETIES)

IT IS AGREED AS FOLLOWS

1. By this Agreement, each of the Societies assigns to the other in the territory of exploitation as specified in paragraph 5, the exclusive right to authorise recording and mechanical reproduction of the works of its repertoire as well as putting into circulation in any form and in any place recordings and copies so reproduced.
 - i) to permit or prohibit, whether in its own name or that of the author concerned, recordings and mechanical reproductions of works and to grant the necessary authorisations for such recording and mechanical reproductions;
 - ii) to collect all royalties required in return for the authorisations granted by it;
 - iii) to receive all sums due as indemnification or damages for unauthorised recordings and mechanical reproductions of the works in question;
 - iv) to give legally binding receipts on the encashments and on the above mentioned collections;
 - v) to commence and pursue, either in its own name or that of the author concerned, any legal action against any person or corporate body and any administrative or

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other authority responsible for illegal recordings and mechanical reproductions of the works in question;

- vi) to transact, compromise, submit to arbitration, refer to any Court of Law, special or administrative tribunal;
- vii) to take any other action for the purpose of ensuring the protection of the recording and mechanical reproduction right in the works covered by the present contract.

2. The repertoire of the Societies includes:

For ADDAF: dramatico-musical and musical works with or without text.

For CASH: dramatico-musical and musical works with or without text.

- 3. The recording and mechanical reproduction rights covered by this agreement apply to all forms of recording and reproduction with the exclusion of graphic reproduction.
- 4. Each Society will notify the other in writing of any limitation or reservation in the contents of its repertoire and in its administrative rights.
- 5.
 - i) The territory of exploitation conferred by ADDAF to CASH is Hong Kong Special Administrative Region;
 - ii) The territory of exploitation conferred by CASH to ADDAF is Brazil.
- 6. In all cases where block sum licenses are collected, each Society shall determine the share due to the works of the repertoire of the other in accordance with the rules applicable to its own repertoire.
- 7. Where such a block sum license covering performing and mechanical rights is collected from radio-television organisations, the Societies shall allocate at least one third of this block sum to mechanical rights as remuneration for all recordings made or used by those organisations.
- 8. Each Society undertakes to regularly supply the other the documentation necessary for carrying out this agreement.
- 9. The distribution of the amounts collected by each Society on behalf of the other shall be made twice a year and within a delay of two months after the distributions has been made to its own members.
- 10. On the gross amounts of the collections made in carrying out the present agreement the following rates of commission shall apply:

Phono: 15%

Radio/TV: 20%

11. The rates of commission relating to collections accruing from other sources will be mutually agreed between the contracting Societies.
12. Each of the contracting Societies is entitled to check all operations of the other which have a bearing on the carrying out of this agreement.
13. The present agreement is subject to the provisions of the statutes and the decisions of the BIEM.
14. The present agreement is concluded for the initial period from 1 January 1999 to 31 December 2000 and shall continue to apply for periods of two years unless notice be given by registered letter with acknowledgement of receipt six months before the end of the current period.

Each party has caused its duly authorised officer to execute this contract in duplicate on the date set out below.

In Brazil,

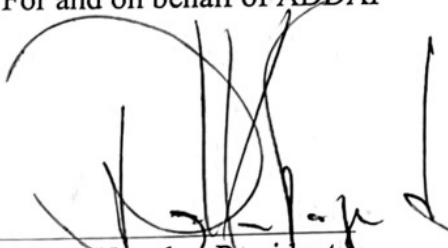
In Hong Kong,


On _____

On August 01, 1999

For and on behalf of ADDAF

For and on behalf of CASH


Dalton Vogeler, President


Malcolm Barnett, Chairman

*** End ***