AGREEMENT FOR RECIPROCAL REPRESENTATION (Rights of Mechanical Representation)

THE UNDERSIGNED,

MESAM (Musical Work Owners' Society of Turkey), its registered place of business being Halaskargazi Cad. N° 364, Sisli 80220 Istanbul, Turkey represented by Akin Beşiroğlu, General Secretary

on the one part,

and

ADDAF, its registered office Rua Visconde de Inhauma 134/318 Centro, 20091-000 Rie de Janeiro/RJ, Brasil, represented by Dalton Vogeler, President on the other part,

hereinafter referred to as the "contracting Societies"

HAVE AGREED AS FOLLOWS:

Article 1

- 1) By this agreement, each one of the contracting Societies shall entrust to the other the administration of the rights hereinafter defined for its territory of exploitation.
- 2) The purpose or the administration of the above-mentioned rights is the recording and mechanical reproduction of works of the other Society's repertoire in the respective territories of exploitation of the contracting Societies, as well as the putting into circulation, in whatever form and place, of recordings and copies thus reproduced.

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- 3) The repertoire of the contracting Societies covers literary, dramatic, musical-dramatic and musical works, with or without lyrics, in respect of which the holders of the copyrights for recording and mechanical reproduction have entrusted the societies concerned with the management of these copyrights or will do so throughout the duration of this agreement.
- 4) The rights for recording and mechanical reproduction covered by this agreement apply to all forms of recording and reproduction, excluding graphic reproduction.

Article 2

Each contracting Society shall notify the other, in writing, of any limitation or reservation existing in the composition of its repertoire and its rights of administration.

Article 3

1) The territory of exploitation of MESAM is the following:

Turkey

2) The territory of exploitation of ADDAF is the following:

Brazil

Article 4

Where a blanket licence is collected, each contracting Society shall determine the share accruing to the works of the other Society's repertoire in accordance with the same rules as those applicable to its own repertoire.

Article 5

The contracting Societies undertake to regularly supply each other with the necessary documentation for the carrying out of this agreement.

Article 6

I) The amounts collected by the MESAM on ADDAF 's behalf are distributed in

the following forms:

Phono / Video: lists of works in alphabetic order Radio/ TV: lists of works in alphabetic order

2) The amounts collected by ADDAF on MESAM's behalf shall be distributed in the following form:

Phono / Video: lists of works in alphabetic order Radio/TV: lists of works in alphabetic order

3) As regards the radio/TV use:

The amounts collected by MESAM on ADDAF 's behalf shall be distributed on the basis of the allocation scale applied by the MESAM.

- 4) Each contracting Society undertakes to achieve the distribution works for the other Society's repertoire not later than two months after the completion of the same distribution works in its own repertoire.
- 5) The amounts due to each Society are payable as soon as the collecting society is aware of the distribution results. Therefore, the collecting Society shall, without delay, transfer the amounts due to the other Society in its national currency.

Article 7

1) To the gross amount of the collected returns made in accordance with this agreement the contracting Societies shall apply the following rates:

	MESAM	ADDAF
Phono/Video	15%	15%
Radio/V	20%	20 %

2) The rates relating to the collected returns coming from other sources such as the rental of phonograms and videograms, will be mutually agreed upon between ADDAF and the MESAM.

Article 8

Each contracting Society is entitled to control the totality of the other Society's

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operations for the carrying out of this agreement.

Article 9

This agreement shall be subject to the provisions of the BIEM's articles of association and to any decisions taken in compliance with them by the competent organs of the BIEM.

Article 10

This agreement shall cover the period from 26.06.2000 til 31.12.2000.

It shall be renewed trough tacit extension for a 2 year period unless notice is given by registered letter with acknowledgment of receipt, six months before the end of each current period.

Article 11

Should any dispute arise between ADDAF and the MESAM as regards this agreement, the competent court to decide therein shall be where the defendant Society has its registered place of business.

Done in two copies

In, Istanbul on 26.06.2000

and in Rie de Janeiro, on

> Freiro de 2001 às 14:01. Em Testemunho FRANCO CAETANO DA SILVA-AUTORIZADO-RFO