

# UNILATERAL AGREEMENT

Associação Defensora de Direitos Autorais Fonomecânicos, Av. Rio Branco nº18-12º Andar, Edifício Itororó, CEP 20090000, Rio de Janeiro, Brazil, (hereinafter referred to as **ADDAF**), in its capacity of a society representing the worldwide rights in musical works belonging to composers, authors and publishers (hereinafter referred to as "the Repertoire"),

1. hereby grants exclusive authorization to Nordic Copyright Bureau, Frederiksgade 17, P.O. Box 9066, 1022 Copenhagen K, Denmark (hereinafter referred to as **NCB**), who accepts such grant, to administer on ADDAF's behalf in the below mentioned territories (hereinafter "the Territory") the recording and mechanical reproduction rights, which ADDAF holds or may hold in the Repertoire for the term of the present agreement:

## **Denmark, Norway, Sweden, Finland, Iceland, Lithuania, Latvia and Estonia**

2. The administration of the aforementioned rights shall, with the exception of graphical reproduction rights, apply to any kind of recording and reproduction (on any make of gramophone record, tape, sound film, videocassette, DVD or any other device serving to reproduce music mechanically, whether such device is now known or may be futurely invented for the same purpose, in the above mentioned Territory) of musical works with or without words.
3. ADDAF undertakes during the term of the present agreement not to grant to anyone other than NCB the administration of the rights covered by this agreement for musical works of which it has control for the aforementioned Territory.
4. NCB is authorized to:
  - a) grant the mechanical rights to reproduce in the aforementioned Territory the repertoire at present or in future administered by ADDAF and to put into circulation in any form whatsoever and wherever it may be the recordings thus made or copies of reproduction
  - b) collect and distribute the amounts agreed upon under the authorization thus granted
  - c) 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 NCB 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 NCB on the same terms and conditions, which applies for its own repertoire.
7. ADDAF undertakes to supply to NCB all information that may be required for the performance of this agreement, all under due responsibility of ADDAF.

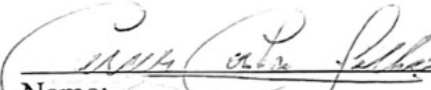
8. a) NCB shall carry out all distributions and payment operations in connection with the amounts collected for the account of ADDAF under this agreement no later than two months after its own repertoire.
- b) If, according to information provided by ADDAF, ADDAF receives any amounts from NCB, which it is under obligation to repay in full or in part to a third party, ADDAF shall indemnify NCB against any such claim that may be advanced by such third party.
9. a) ADDAF undertakes to assist NCB in respect of legal actions that NCB 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) NCB will for that purpose have the authority to choose to lodge suits, represent ADDAF in lawsuits and appear both as plaintiff and 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 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 the ADDAF interests.
10. As sole remuneration for its own activities and those of any third party who might participate in the performance and execution of this agreement, NCB will, from the gross amount of any and all sums collected for the exploitation of ADDAF repertoire within the Territory of this agreement, deduct a commission as follows:
- |                               |     |
|-------------------------------|-----|
| Sound carriers:               | 10% |
| Audio-visual mechanization:   | 15% |
| Audio-visual synchronization: | 15% |
| Other media:                  | 15% |
11. The present agreement shall commence retroactively as of 1 January 2005 and will remain in force until 31 December 2006. It will thereupon be automatically renewed for 1 year at a time unless it is cancelled by either party by means of a registered letter - with a receipt of its delivery - forwarded three months before expiry of such period.

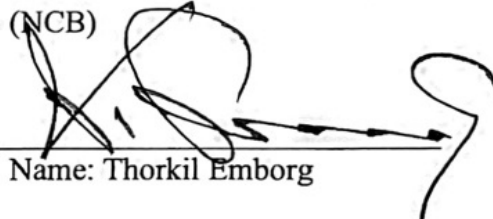
In Rio de Janeiro: 2005  
For and behalf of

In Copenhagen: 7.10. 2005  
For and behalf of

ASSOCIACAO DEFENSORA DE  
DIREITOS FONOMECHANICOS (ADDAF)

NORDIC COPYRIGHT BUREAU  
(NCB)

  
Name: ASSOCIACAO DEFENSORA DE DIREITOS AUTORAIS  
DENAR COSTA PEREIRA  
PRESIDENTE

  
Name: Thorkil Emborg