

CONTRACT FOR RECIPROCAL REPRESENTATION
Mechanical rights

Between:

SOCIEDAD DE AUTORES Y COMPOSITORES DE COLOMBIA in the following called **SAYCO** whose registered office is at Calle 95 No.11-31, Bogota, Colombia; represented by its General Director Mr. Jairo Enrique Ruge Ramirez

on the one part

and

ASSOCIAÇÃO DEFENSORA DE DIREITOS ARTÍSTICOS E FONOMECÂNICOS in the following called **ADDAF** whose registered office is at Av. Rio Branco, 18-12º - Centro - Rio de Janeiro - Brazil, represented by its General Manager Mr. César Costa Filho,

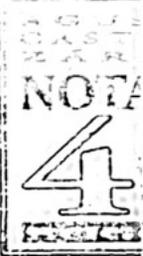
on the other part;

hereinafter called the "contracting Societies"

IT IS AGREED AS FOLLOWS:

- 1 -

- 1) By the present Contract, each of the contracting Societies assigns to the other for its territory of exploitation the management of the rights hereafter defined.
- 2) The management of the rights mentioned above comprises **recording, mechanical reproduction and digital reproduction** in the respective territories of exploitation of the contracting Societies of works of the repertoire of the other Society as well as the putting into circulation in any form and in any place of recordings and copies so reproduced.
- 3) The repertoire of the contracting Societies comprises literary, dramatic, dramatico-musical and musical works with or without text, in respect of which the owners of the recording and mechanical reproduction rights have entrusted the Societies concerned with the control of these rights or will do so within the duration of this agreement.



- 4) The recording and mechanical reproduction rights covered by this agreement apply to all forms of recording and reproduction with the exclusion of graphic reproduction.

- II -

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

- III -

- 1) The territory of exploitation of the **SAYCO** comprises the Republic of Colombia.
- 2) The territory of exploitation of the **ADDAF** comprises the Brazil.

- IV -

- 1) In all cases where block-sum licenses are collected, each Society shall determine the share due to the works of the other Society's repertoire in accordance with the rules applicable to its own repertoire.
- 2) Where such a block-sum license covering performing and mechanical rights is collected from radio-television organizations, the collecting Society shall allocate at least one third of this block-sum license to mechanical rights as remuneration for all recordings made or used by those organizations.
- 3) In case of exports of sound carriers, the licensing Society undertakes to apply the terms and conditions of the country of destination i.e. the terms and conditions of the country where the copies are effectively marketed.
- 4) When exports concern less than one hundred copies per country, per catalogue number and for each accounting period, it is agreed that such outgoings may be assimilated to sales in the national territory; as a consequence terms and conditions of the country of origin apply.
- 5) The societies agree that the rights-owners in the country of destination should be the beneficiaries of the distribution of the license-fees, in so far as it is feasible at a reasonable cost. Societies will work out arrangements on a bilateral basis to this effect.

- V -

- 1) **SAYCO** undertakes to supply regularly the documentation necessary for carrying out this agreement to **ADDAF** directly, in representation of its members and if **ADDAF** sends a communication.

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- 2) **ADDAF** undertakes to supply regularly the documentation necessary for carrying out this agreement to **SAYCO** directly, in representation of its members and if **SAYCO** sends a communication.

- VI -

- 1) The distribution of the amounts collected by **SAYCO** on behalf of **ADDAF** shall be made by **SAYCO** itself.
- 2) The distribution of the amounts collected by **ADDAF** on behalf of **SAYCO** shall be made by **ADDAF** itself.
- 3) The distribution of the amounts collected by **SAYCO** on behalf of **ADDAF** shall be made in the form of lists (M3 of CDR format for **Phono** and **Radio/TV**).
- 4) The distribution of the amounts collected by **ADDAF** on behalf of **SAYCO** shall be made in the form of lists (M3 of CDR format for **Phono** and **Radio/TV**).
- 5) With regard to exploitation by **Radio/TV** (and multiple-right users if applicable):
 - a) The distribution of the amounts collected by **SAYCO** on behalf of **ADDAF** shall be made on the basis of information and documentation collected by **SAYCO**.
 - b) The distribution of the amounts collected by **ADDAF** on behalf of **SAYCO** shall be made on the basis of information and documentation collected by **ADDAF**.
- 6) Each of the contracting Societies undertakes to complete the work for the distribution of the other's repertoire not later than two months after the completion of the work of distribution for its own repertoire. The work undertaken by Societies who may be charged by them with the distribution of the international repertoire is not included in this period.
- 7) The amounts due to each Society are payable as soon as the collecting Society knows the results of the distribution. Therefore, the collecting Society shall, without delay, transfer in its national currency the amounts due to the other Society.

- VII -

- 1) On the gross amounts of the collections made in carrying out the present Contract, each of the contracting Societies shall apply the percentage necessary to cover its effective administration expenses, 25% at the maximum.
- 2) The rates of commission relating to collections accruing from other sources will be a matter for mutual agreement between the contracting Societies.
- 3) The rate of commission agreed upon between the contracting parties -shall include the costs incurred by the Societies who may be charged by them with the distribution of the international repertoire, the costs of each distributing Society being borne by the contracting Society having recourse to its services. The overall commission agreed between the Societies should under no circumstances exceed 25% of the gross amount of its collections.



[Handwritten signature]



- VIII -

Each of the contracting Societies is entitled to check all operations of the other Society, which have a bearing on the carrying out of this Contract.

- IX -

The present Contract is subject to the provisions of the BIEM Statutes and to the decisions taken by the competent organs of BIEM in applying them.

- X -

The present Contract is concluded for duration of one year from 1st January 2008 to 31 December 2008. It is renewable by tacit consent for periods of one year unless notice be given by registered letter with acknowledgement of receipt six months before the end of the current period.

Signed:

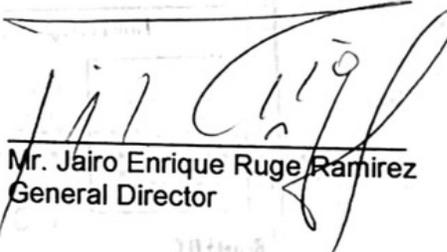
For the ADDAF:
read and approved,
by power of attorney:

For the SAYCO:
read and approved,
by power of attorney:

Rio de Janeiro, 19/01, 2008

Bogotá, _____, 2008


Mr. César Costa Filho
General Manager


Mr. Jairo Enrique Ruge Ramirez
General Director



OFÍCIO DE NOTAS E REGISTRO DE CONTRATOS MARÍTIMOS

Rua do Acre, 28 - Centro - RJ - Tel.: (21) 2253-3459 - Tabelião Aloir Melchhiades de Souza

Reconheço por SEMELHANÇA a firma de:

[25zV4j0]-CESAR COSTA FILHO.....

Rio de Janeiro, 19/01/2009

Serventil : 3,56

30% TJ+ Fundos : 1,09

LUÍZA SOARES DA ROCHA

Total : 4,65



MINISTERIO DE
RELACIONES EXTERIORES

NO SE ASUME
RESPONSABILIDAD
DEL TEXTO

2008 DIC 17 A 9:02

854019

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JEFE DE LEGALIZACIONES
BOGOTA D.C.

Troc Olego
CUYA FIRMA APARECE EN EL
DOCUMENTO DESEMPEÑA
AS FUNCIONES INDICADAS

RECIBO DE LEGALIZACION

24647806

2/2

15 DIC 2008

Superintendencia de
Notariado Y Registro
El Director y la Gerencia Notarial
Certifican que el NOTARIO
que autoriza el presente documento
se encontraba en el día
en ejercicio del cargo

DILIGENCIA DE RECONOCIMIENTO DE FIRMA Y HUELLA

En la Notaría Cuarenta del Circulo de Bogotá D.C. compareció: Ruse Yamirez
SAIRO entre

quien exhibió la C.C. No: 77.380.036
expedido en SA

y declaró que la firma y la huella que aparecen en el presente documento son suyas y que el contenido del mismo es cierto y verdadero.

Firma autografa del declarante

15 DIC. 2008

Bogotá D.C.
EL NOTARIO CUARENTA DE BOGOTÁ D.C.



Reconheço verdadeira a Assinatura de
MAGOLA SILVA, CONTRERAS.

de División Consular de Ministério das Relações Exteriores em Bogotá, Colombia.
E, para constar onde convier, mandei passar o presente, que assinei e fiz selar com o selo desta Embaixada.
Dispensado no Brasil o reconhecimento da firma da autoridade consular de acordo com o Decreto nº 84.451 de 31 de janeiro de 1980.

Bogotá, Colombia, 19 DEZ. 2008

R \$ 20 euro
Tsb. 416



Adriana
Juliana Pittan Dorsey P. da Silva
Vice-Consul

"A presente legalização não implica
aceitação do teor do documento"

Recabi. \$8.000 M.C.