



PUBLISHING AND AGENCY CONTRACT AGREEMENT

This agreement is made by and between Mr. NomPessoa, NomPseudonimo, DscNacionalidade, DscEstadoCivil, DscProfissao, resident and domiciled at DscEndereco DscCidade DscUf DscPais, Zip Code DscCep, bearer of identity document number DscRg, issued by DscOrgaoRg, hereinafter simply referred to as **NomPessoa** or AUTHOR, PLAY PARTICIPAÇÕES E COMUNICAÇÕES Ltda, **trade name CEDRO ROSA**, CNPJ 07 855 726/0001 - 55, with headquarters at Rua Visconde de Pirajá, 259 - Sala C04 - Rio de Janeiro, CEP 22410-001 and main office at Rua Visconde de Pirajá, 529 / 302 - Ipanema - RJ - CNPJ: 07.855.726 / 0002-36 - Municipal Registration: 387.608-0 - Cep: 22410-003, herein represented by its director, Antonio Carlos Galante Aguiar, pseudonym TUNINHO GALANTE, Brazilian, single, resident and domiciled at Rua Visconde de Pirajá, 529 - 302, Ipanema, Rio de Janeiro, State of Rio de Janeiro, CEP.: 22410-003, bearer of identity document No. 04737688-4 and CPF/MF No. 645.574.937-15, hereinafter referred to as PUBLISHER, agree on the contract with the following clauses:

1.1 The AUTHOR assigns to the PUBLISHER, for valuable consideration, the copyright and property right to the work(s) described in Annex 1 of this agreement, under the force of laws and treaties currently in effect or entering into effect in the future;

1.2 As per this contract agreement, the publisher holds the exclusive right to publish and / or authorize the use of these works, in any process - present or future - as well as in poetic texts, in DscRegiao;

2) The Publisher will promote the works in the physical and digital domains for publicity and commercial purposes; the objective is for the authors to receive royalties.

2.1 The author shall provide the songs' "audio and lyrics in mp3 format" for publicity purposes.

2.2 - The Publisher may use the recording provided by the author in MP3 format to create a phonogram, thus generating an ISRC for the purposes of publicity. Should this phonogram generate revenue, the author of the phonogram shall receive 50% of the amount earned, taxes and third-party commissions discounted, in addition to copyrights for public performance - as described in item 3 and its sub-items.

3) The monetary revenue derived from the work(s), excluding by way of PUBLICITY, will be broken down as follows, taxes and payments to third parties discounted:

- a) PUBLIC PERFORMANCE RIGHTS - 75% to THE AUTHOR and 25% to the PUBLISHER;
- b) PHONO-MECHANICAL RIGHTS - 50% to THE AUTHOR and 50% to the PUBLISHER;
- c) INCLUSION AND SYNCHRONIZATION RIGHTS - 50% to the AUTHOR and 50% to the PUBLISHER.
- d) Should the works be used in countries other than Brazil, the PUBLIC PERFORMANCE RIGHTS earnings will be divided as follows: 50% (PUBLISHER) and 50% (AUTHOR):

4) The contract will remain in effect for five (5) years and will be automatically extended for the period spanning the copyright protection(s) over the referred works, unless a written notice of termination is sent by registered letter to the publisher 180 (one hundred and eighty) days prior to termination.

5) For the term of this agreement, the AUTHOR is forbidden from personally performing any act of assignment or authorization for use of the work, for valuable consideration or otherwise.

Single paragraph: Should the PUBLISHER fail to fulfill any of its contractual obligations, the agreement will be automatically terminated by operation of law.

If the AUTHOR has received an advance for the work(s), the termination will depend on liquidation by the AUTHOR of any outstanding balance towards the PUBLISHER relative to the advance.

6) The PUBLISHER shall render accounts with the AUTHOR quarterly, in writing and by presenting receipts, and describe the specific origin, type and amount of each credit. Otherwise, it will be implied that no revenue has been earned.

6.1) The rendering of accounts does not include the public performance of works, which will be included in a report to be provided by the Copyright Collection Society to which the authors belong as members.

7) The AUTHOR is exclusively and personally responsible for the originality of the work(s) referred in clause "1", freeing the PUBLISHER from any and all liability - civil or criminal - and compensating it for the damages and losses that may be suffered in the event of dispute.



8) Except as provided for in the single paragraph of item 4, this agreement may only be terminated by breach of any of its provisions, and will remain fully valid while the laws currently in effect - or going into effect in the future - continue to ensure the AUTHOR or his successors the copyrights underlying this contract; the party responsible for termination will be accountable for losses and damages.

9) **The City of Rio de Janeiro** is the competent jurisdiction for legal action deriving from this contract.

Now, therefore, the parties agree to hold this contract firm and valid, on their behalf and those of their heirs and successors, and sign the contract agreement in 3 counterparts - one for the AUTHOR and two for the PUBLISHER - in the presence of the witnesses below.

Rio de Janeiro, DscDatContrato

Author
NomPessoa

PLAY PARTICIPAÇÕES E COMUNICAÇÕES LTDA
CEDRO ROSA (Publisher)
Antonio Carlos Galante Aguiar

Witnesses:

MONICA DE SOUZA ALVARES
237606 MAER

GEORGIA DE SOUZA CHAVES
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