



PHONOGRAPHIC DISTRIBUTION AND REPRESENTATION AGREEMENT

Entered into by and between NomPessoa, NomFantasia, DscCnpj DscNacionalidade, DscMoradia DscEndereco, DscCidade - DscUf. DscPais, zip code DscCep, DscRepresNomCnpjRepresentanteDscNaciRepres bearer of identification card number DscRg DscOrgaoRg and CPF / MF number DscCpf, hereinafter referred to as, simply, **NomFantasia** or LICENSOR

and

"CEDRO ROSA Inc, headquartered at 33W 60 street, 2nd floor, NYC, New York, United States, zip code 1003, hereby represented by its director, Antonio Carlos Galante Aguiar, pseudonym TUNINHO GALANTE, Brazilian, Single, Professional Musician, bearer of identification card number 04737688-4 and CPF / MF number 645 474 937-15, hereinafter referred to as PUBLISHER and / or LICENSEE; "

- I) WHEREAS the LICENSOR has produced or acquired, at his / her own expense, the recordings of musical and / or musical-lyrical works listed in Annex A of this document and is interested in distributing them through the LICENSEE, by means of any kind of existing physical or digital medium, the parties enter into the following agreement:

CLAUSE ONE:

The LICENSOR assigns, **with exclusivity** and for valuable consideration, the recording matrices, as well as proprietary rights for the LICENSEE to negotiate, under the most advantageous conditions, the distribution of these works, in Brazil and abroad, in whole or in part.

PARAGRAPH ONE:

The LICENSOR agrees to provide the following material required for distribution:

- a) Fully finalized and Mastered originals; b) Recording / distribution authorization from authors and their publishers; c) information necessary for producing labels and covers, such as the Titles of Works, Names of Authors their respective Publishers, Lyrics, Length of each track; d) participating musicians; e) GRA or ISRC number; g) Name of the Musician(s) and name of the Product; f) photographs, finalized graphic material;

PARAGRAPH TWO

The LICENSEE can generate an ISRC for the LICENSOR, should he / she not have one, at a cost of BRL 500.00 (five hundred Brazilian reais), to be deducted from licensing royalties;

PARAGRAPH THREE

Proprietary rights to said phonograms will be returned in full to the LICENSOR at the end of the AGREEMENT.

PARAGRAPH FOUR

The LICENSOR is the SOLE party responsible for obtaining authorizations from the authors, publishers or sub-publishers that represent them, regarding the musical and / or musical-lyrical works listed in Annex A; the LICENSEE is assured full exemption from liability from any claims against it from the authors or their representatives, in Brazil and abroad.

CLAUSE TWO - TERM

PARAGRAPH ONE

The term of this agreement will be five (5) years and will be automatically extended for successive five (5)-year periods - unless either party decides otherwise and informs the other party, in writing, up to sixty (60) days prior to the end of the term referred to above.

CLAUSE THREE - PAYMENT OF ROYALTIES

Regarding digital formats, the LICENSEE shall remunerate the LICENSOR as follows:



PARAGRAPH ONE

For all digital transactions - such as downloads, streaming, ringtones and similar transactions - the LICENSEE will pay the LICENSOR 50% of the amounts earned, excluding Taxes, Fees and Commissions to Third-Parties;

a) If special aggregator-related costs are incurred, the LICENSEE shall pay them and deduct them from the royalties.

PARAGRAPH TWO

For synchronization in any means and related rights, the allocation will be 50% for each party, excluding Taxes, Fees and Commissions to Third-Parties;

PARAGRAPH THREE

Accounts will be rendered and payments will be made quarterly, to a current account informed by the LICENSOR.

CLAUSE THREE

With respect to physical disks, the conditions are:

PARAGRAPH ONE

If the LICENSOR wants physical disks, he / she may arrange for them at his / her own expense, both in production and marketing, and no compensation shall be payable to the LICENSEE, making it the ONLY EXCEPTION in this exclusive agreement.

CLAUSE FOUR:

The parties bind themselves, their heirs or successors, to the faithful performance of the items stipulated herein, stating that there is currently no contract, obligation or encumbrance with any person, persons or company that prevents the execution and / or performance of this Agreement; each party fully assumes any liability that may arise against it from any person, persons or company claiming the fulfilment of commitments, obligations and liabilities, or from previous contracts that may hinder the execution and / or fulfilment of this Agreement.

CLAUSE FIVE:

Governing Law. This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of New York.

In fair agreement, the parties sign this agreement in two counterparts of equal content and form, in the presence of the witnesses below.

Rio de Janeiro, DscDatContrato

LICENSOR
NomPessoa

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

Witnesses:

MONICA DE SOUZA ALVARES
237606 MAER

GEORGIA DE SOUZA CHAVES DESBOIS
07095507-5 DETRAN-RJ



Annex 1 - Repertoire