

CONTRATO celebrado aos 05 dias do mês de junho de 1992, entre:

- (1) FOCUS WORLDWIDE TELEVISION LIMITED, com sede localizada em 9-11 Fulwood Place, Gray's Inn, Londres, WC1V 6HQ (doravante "Produtora"); e
  - (2) ANTONIO CARLOS JOBIM, brasileiro, residente na Rua Sara Vilela, 50, na Cidade do Rio de Janeiro, ("Artista"), inscrito no C.P.F./MF sob o nº 690.858.547/68;
- FICA PELO PRESENTE ACORDADO o que se segue:

1. Definições e Interpretação

1.1. As seguintes definições se aplicam a este Contrato:

Por "Obra Áudio-Visual" fica entendida toda obra em áudio e/ou visual e/ou toda obra protegida por direito autoral que incorpore ou se baseie na totalidade ou em alguma parte do Concerto que a Produtora pretende, embora não se comprometa a, produzir ou conseguir a produção de, a título de exemplo, CD, disco laser, cassete, fonograma, vídeo e película cinematográfica.

Por "Concerto" fica entendido o concerto intitulado "O Concerto para o Planeta Terra", a ser realizado na Lagôa, no Rio de Janeiro, Brasil, no dia 07 de junho de 1992, às 17:00 horas (ou em algum outro local no Rio de Janeiro, e em alguma outra hora no dia 07 de junho de 1992, que a Produtora venha, razoavelmente, a escolher).

Por "Programa" fica entendido o programa descrito no Anexo 2 do presente.

Por "Serviços" ficam entendidos os serviços únicos e exclusivos do Artista na qualidade de músico e de executante ao vivo, incluindo a Execução descrita no Anexo 2, para todo o mundo, durante toda a Programação do Concerto.

2. Contratação

2.1. A Produtora contrata o Artista, e o Artista se compromete a prestar os Serviços no Concerto, mediante os termos e as condições estipulados neste Contrato.

2.2. O Artista comparecerá aos ensaios e ao Concerto, e prestará os Serviços.

3. Cessão

3.1. O Artista pelo presente cede sob licença irrevogavelmente à Produtora, perpetuamente, todo o direito autoral, seja investido, contingente ou futuro, e todos os demais direitos, sejam de que natureza forem, sobre e relativamente ao produto dos Serviços, já conhecidos ou que venham a ser criados futuramente, aos quais o Artista possa nesta data ou em alguma data posterior à data de assinatura deste Contrato FAZER JUS em virtude ou por força de alguma lei em vigor em alguma parte do mundo, em favor da Produtora, seus sucessores, cessionários e licenciados, de forma absoluta, por toda a duração de tais direitos que nesta data podem ser licenciados, juntamente com todas as renovações, reversões e prorrogações desses direitos, em todo o mundo.

3.2. O Artista, irrevogável e incondicionalmente, outorga e ratifica, à Produtora, seus sucessores, cessionários e licenciados, no que diz respeito aos Serviços, e ao produto dos Serviços, todos os consentimentos exigidos por força da Lei de Direito Autoral de Desenhos e de Patentes de 1988 - Parte II, e por todas as demais leis em vigor nesta data ou no futuro, em todas as partes do mundo, que possam ser exigidos no que concerne aos Serviços, para a exploração, pela Produtora, seus sucessores e licenciados, dos Serviços e do produto dos Serviços, seja ou não através de Obras Áudio-Visuais, em todos e quaisquer meios, por todos e quaisquer dispositivos já conhecidos ou que venham a ser desenvolvidos no futuro, pela duração integral dos direitos adquiridos pela Produtora por força deste Contrato, de acordo com as leis em vigor em qualquer parte do mundo.

3.3. O Artista, irrevogável e incondicionalmente, pelo presente renuncia a todos os direitos relativos aos Serviços e à Obra Áudio-Visual aos quais o Artista, nesta data ou no futuro, possa vir a fazer jus por força dos dispositivos da Lei de Direito Autoral de Desenhos e de Patentes de 1988 - Seções 77, 80, 84 e 85, e de quaisquer outros direitos morais aos quais o Artista possa fazer jus nos termos de legislação já existente ou que venha a ser promulgada no futuro em alguma parte do mundo.

3.4. A Produtora, seus sucessores, cessionários e licenciados terão o direito de utilizar o nome, o apelido, autógrafo, a imagem, fotografias, retratos, caricaturas, a voz, silhueta, e todos os demais produtos relacionados com os Serviços no que se refere à Obra Áudio-Visual ou seus trechos relativamente a atividades de comercialização e/ou edição ou edição de músicas da Obra Áudio-Visual, ficando entendido que o Artista não poderá ser apresentado de modo a endossar algum produto comercial anunciado independentemente da Obra Áudio-Visual, quando esse produto não for destacado como um elemento especial na Obra Áudio-Visual.

3.5. O Artista reconhece que todos os direitos de direito autoral, de privacidade, publicidade e todos os demais direitos sobre e relativos à Obra Áudio-Visual, e todas as fotografias, películas cinematográficas e gravações sonoras feitas pela Produtora, seus sucessores, cessionários e licenciados no que se refere à Obra Áudio-Visual e que destaquem o Artista, e todos os demais produtos provenientes dos Serviços, pertencem à Produtora de maneira absoluta, e que a Produtora, seus sucessores, cessionários e licenciados terão o direito de explorar tudo que está mencionado acima, em todos e quaisquer dispositivos, por todas e quaisquer maneiras ou meios, em todo o mundo, pela duração integral dos direitos autorais, juntamente com o direito de autorizar terceiros a fazê-lo.

3.6. O Artista assegura e confirma que a Produtora terá o direito de reproduzir e de autorizar terceiros a reproduzirem a voz do Artista e o produto dos Serviços, a partir da trilha sonora da Obra Áudio-Visual, em fonogramas comerciais e outros tipos de gravações, por quaisquer meios já conhecidos ou que venham a ser doravante inventados, e de vender, distribuir, sublicenciar e de outro modo explorar essas gravações, em todos e quaisquer dispositivos, por todas e quaisquer maneiras ou meios, pelo prazo integral dos direitos autorais, inclusive todas suas renovações, reversões e prorrogações, e após esse prazo, até onde seja permitido, perpetuamente, por todo o mundo.

3.7. O Artista reconhece e concorda que, entre o Artista e a Produtora, a Produtora terá a propriedade exclusiva e integral sobre o programa de televisão do Concerto, em sua

forma final editada e produzida, e que a Produtora poderá produzir, editar, duplicar e distribuir gravações para a televisão do programa, da maneira e nas quantidades que ela venha a julgar convenientes para a transmissão e retransmissão irrestritas pela televisão (incluindo difusão simultânea pelo rádio) por todo o mundo, perpetuamente.

4. Remuneração

4.1. Sujeito ao cumprimento e à observância integrais, completos e pontuais, pelo Artista de todas suas obrigações previstas neste Contrato, e a título de remuneração integral e final pelos Serviços e por todos os direitos outorgados à Produtora nos termos deste Contrato, a Produtora pagará ao Artista a quantia de:

(a) US\$30.000,00 (trinta mil dólares norte-americanos) ("Honorários do Artista"); = US\$ 15.000,00 neste ato

- US\$ 15.000,00 em 16/05/92

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16/05/92

(b) com relação às gravações (conforme vão definidas na Cláusula (v) adiante):

(i) no que concerne às gravações exclusivamente em áudio, um por cento (1%) do Preço Básico de Gravação dessas gravações, de acordo com os termos e condições do Contrato datado de 15 de maio de 1992, celebrado entre a Sony Classical e a Produtora ("Contrato da Sony");

(ii) no que concerne aos videofonogramas, um por cento (1%) do Preço Básico de Remuneração dessas gravações, de acordo com o disposto no Contrato da Sony;

(iii) sempre sujeito aos videofonogramas, um por cento (1%) do Preço Básico de Remuneração dessas gravações de acordo com o disposto no Contrato da Sony; e

(iv) Conforme é empregada no presente, a expressão "gravação" inclui tanto as gravações exclusivamente em áudio quanto os videofonogramas; pela expressão "gravação exclusivamente em áudio" fica entendido todo dispositivo ou aparelho para emitir sons sem uma imagem visual sincronizada, inclusive os CD, cassetes de músicas e os discos LP, destinados a uso doméstico ao invés de exibição ao público em geral; e pela expressão "videofono-

nogramas" entende-se que estão incluídos os vídeo-discos ou as fitas de vídeo (sejam do tipo de carretel, sem fim em forma de cassetes ou cartuchos, ou de outro modo), ou qualquer outro aparelho utilizado para emitir sons sincronizados com imagens visuais, e destinados a uso particular doméstico ao invés de exibição para o público em geral, porém não inclui os aparelhos ou os dispositivos utilizados para emitir exclusivamente sons, sem uma imagem visual sincronizada.

(c) (-não consta-).

(d) No que diz respeito a transmissões pela televisão:

(i) três por cento (3%) de todas as quantias líquidas recebidas pela Companhia pela exploração comercial de algum programa que inclua a execução do Artista (integral ou parcial) através de transmissão pela televisão, ao vivo ou posterior. Conforme é empregada neste instrumento, a expressão "quantias líquidas recebidas pela Companhia" indica todas as retribuições recebidas pela Companhia pela exploração por televisão do Concerto (seja ao vivo ou posterior), que incorpore integral ou parcialmente a execução do Artista, deduzidas apenas as quantias que forem deduzidas em primeiro lugar pelos licenciados, cessionários ou distribuidores da Companhia a título de honorários de distribuição comercial razoáveis sem favorecimentos.

#### 4.2. Prestação de Contas

A Companhia se obriga a prestar contas e a pagar ao Artista sua remuneração estipulado no presente, dentro de noventa (90) dias a contar de 30 de junho e de 31 de dezembro de cada ano, pelo prazo deste Contrato. O Artista terá o direito de, por sua própria conta, realizar uma auditoria nos livros e registros da Companhia, e nos registros dos cessionários, licenciados ou distribuidores da Companhia, e de fazer cópias dos mesmos, no máximo uma vez por ano, com aviso dado com antecedência mínima de trinta (30) dias. Considerar-se-á que o Artista aceitou as contas e os demonstrativos apresentados ao se expirar o prazo de um ano a contar da data da prestação de contas ou do demonstrativo.

5. Pagamento

5.1. Os Honorários do Artista devidos nos termos deste Contrato serão pagos da seguinte forma:

(a) cinquenta por cento (50%) dos Honorários do Artista (ou seja a importância de US\$15.000) serão pagos no ato de assinatura deste Contrato pelo Artista;

(b) o saldo dos Honorários do Artista serão pagos (conforme disposto na Cláusula 6.3 adiante) dentro de sete (7) dias após a data do Concerto.

5.2. O pagamento será efetuado pela Produtora ao Artista da forma que o Artista determinar irrevogavelmente, à pessoa e no endereço que o Artista venha a designar por escrito, e o recibo dado por essa pessoa constituirá quitação plena e suficiente dada à Produtora da obrigação que cabe à Produtora de efetuar tais pagamentos.

5.3. A remuneração devida ao Artista conforme disposto nesta Cláusula 5 pelos Serviços constitui e representará a retribuição integral e final pelos Serviços e por todo o produto dos Serviços, incluindo todos e quaisquer honorários residuais, de repetição, reexibição, uso no exterior, exploração e outros honorários e pagamentos, sejam de que natureza forem, devidos ao Artista em virtude de algum acordo sindical pertinente, e todos e quaisquer pagamentos devidos ao fundos de alguma sociedade ou sindicato ou organização semelhante, e de todos e quaisquer impostos sobre folha de pagamento e outros, e os impostos diretos e indiretos e estaduais e federais e as contribuições previdenciárias.

5.4. O Artista será responsável pelo pagamento de todos os impostos pessoais do próprio Artista e pelas demais deduções, taxações e lançamentos semelhantes, legais ou cobrados pelo governo.

6. Garantias Obrigações do Artista

A título de determinante essencial para que a Produtora celebre o presente Contrato, o Artista garante e se compromete e se obriga perante a Produtora a saber:

6.1. O Artista está desimpedido para celebrar este Contrato e outorgar à Produtora todos os direitos e consentimentos aqui outorgados.

6.2. O Artista não está sujeito a qualquer impedimento, restrição ou proibição que possa impedir o Artista de prestar à Produtora os Serviços, ou de cumprir as obrigações que cabem ao Artista nos termos deste Contrato.

6.3. O Artista não celebrou, e não celebrará, qualquer acordo que possa conflitar com este Contrato.

6.4. O Artista é uma "pessoa idônea", dentro do significado deste termo dado pela Lei de Direito Autoral de Desenhos e de Patentes de 1988 - Seção 154.

6.5. Os Serviços e o produto dos Serviços serão originais para o Artista, e não serão obscenos nem caluniarão qualquer pessoa.

6.6. Para os fins da Lei do Direito Autoral de 1976 dos EE.UU. da América, os Serviços e o produto dos Serviços são e serão considerados "obras sob contrato" executadas para a Produtora.

6.7. A Produtora terá o direito de usar, alterar, adaptar, modificar, revisar, eliminar e acrescentar e/ou re-dispor, a totalidade ou qualquer trecho da execução, das gravações, fotografias e demais produtos dos Serviços, e de prolongar ou encurtar a participação do Artista na Obra Áudio-Visual, ou eliminar a participação do Artista na Obra Áudio-Visual, e/ou colocar algum outro artista substituto no lugar e na vez do Artista, e de combinar essa parte com a totalidade ou alguma parte de alguma outra obra, na medida em que a Produtora venha a desejar, e nessa hipótese o Artista não terá qualquer reivindicação por retribuição pela perda de oportunidade de aumentar a reputação profissional do Artista, ou qualquer outra razão seja qual for, na forma de perdas e danos ou a qualquer título.

6.8. O Artista se obriga a indenizar a Produtora, e a manter a Produtora sempre integralmente indene de e contra todas as ações, processos, reclamações, exigências, custas (incluindo, sem prejuízo da generalidade do disposto nesta cláusula, as custas judiciais da Produtora, seja contratando advogado ou através de seu próprio consultor jurídico), condenações e perdas e danos, independente de como surjam, direta ou indiretamente decorrentes de alguma inadimplência ou não execução de parte do

Artista ou por algum descumprimento dos compromissos, garantias ou obrigações do Artista nos termos do presente Contrato.

(a) O Artista pelo presente outorga irrevogável e incondicionalmente à Produtora ou a seus sucessores, cessionários e licenciados, uma licença relativa à "Será Verde" ("Obra") executada pelo Artista ("Gravação"), para executar e para sincronizar a Gravação com e/ou incluir a totalidade ou algum trecho da Gravação e/ou utilizá-la em relação cronometrada com alguma obra em vídeo ou áudio-visual que apresente o Concerto, que a Produtora pretenda, porém não se compromete a produzir, ou conseguir que seja produzida ("Obra Áudio-Visual"), e para explorar a Obra Áudio-Visual em todos os meios por todo o mundo.

(b) O Artista pelo presente outorga irrevogável e incondicionalmente à Produtora e a seus sucessores, cessionários e licenciados, uma licença relativa a "Eu Sei Que Vou Te Amar", "Chega Mais", "Dindi" e "Orfeu Negro" (aqui designados em conjunto "Obra"), executadas pelo Artista ("Gravação"), para executar e sincronizar a Gravação com e/ou incluir a totalidade ou algum trecho da Gravação e/ou utilizá-la em relação cronometrada com alguma obra em vídeo ou áudio-visual que apresente o Concerto, que a Produtora pretenda, porém não se compromete a produzir, ou conseguir que seja produzida ("Obra Áudio-Visual"), e para explorar a Obra Áudio-Visual em todos os meios por todo o mundo.

#### 7. Distribuição

A Produtora, seus sucessores, cessionários, licenciados e distribuidores terão o controle integral e ficarão inteiramente encarregados da Obra Áudio-Visual e sobre o modo e termos mediante os quais a Obra Áudio-Visual irá ser produzida, distribuída, comercializada, explorada, exibida e de outra forma utilizada ou alienada, em todos os meios, países e territórios por todo o mundo, e o Artista não terá qualquer controle, nem voz, no que concerne à produção, distribuição, exploração ou exibição da Obra Áudio-Visual. O direito



que cabe à Produtora inclui o direito de distribuir a Obra Áudio-Visual, ou qualquer trecho da Obra Áudio-Visual, só ou junto com algum outro material ou seqüência, e de acordo com qualquer método ou política ou plano de distribuição que a Produtora, seus sucessores, cessionários, licenciados ou distribuidores venham a julgar conveniente, de tempos em tempos, a seu critério exclusivo.

8. Irreversibilidade

Os direitos outorgados à Produtora no presente Contrato são irrevogáveis, e sem direito a rescisão pelo Artista ou de serem revertidos, sejam sob quais circunstâncias forem. Fica expressamente entendido e acordado que na hipótese de a Produtora rescindir ou cancelar, ou pretender rescindir ou cancelar este Contrato, ou algum outro Contrato celebrado entre a Produtora e o Artista, nesse caso, mesmo se o cancelamento ou a rescisão efetivos ou pretendidos forem julgados, por algum tribunal, sem causa justa ou legal, ou se ficar determinado definitivamente por esse tribunal que a Produtora cometeu alguma inadimplência grave deste Contrato, ou de algum outro contrato, as perdas e danos (se houver) causadas ao Artista não serão reparáveis ou suficientes para facultar ao Artista uma reparação judicial ou de natureza equitativa, e o Artista não terá o direito de resilir este Contrato ou algum outro contrato, nem qualquer dos direitos que cabem à Produtora por força dos mesmos.

9. Direito de Cessão da Produtora

A Produtora terá o direito de ceder ou de licenciar ou sublicenciar a totalidade ou qualquer parte de seus direitos decorrentes deste Contrato, e, nessa hipótese, todas as declarações, garantias e ajustes de parte do Artista contidos neste Contrato reverterão em benefício do eventual cessionário, licenciado ou sublicenciado da Produtora, e se esse cessionário, licenciado ou sublicenciado se comprometer diretamente perante o Artista de cumprir as obrigações da Produtora para com o Artista, nesse caso, com vigência a partir

da data desse compromisso, a Produtora não terá mais qualquer responsabilidades para com o Artista.

10. Lei de Regência

O presente Contrato será regido e interpretado de acordo com as leis da Inglaterra e de Gales.

E, estando assim justas e acordadas, as partes assinam o presente Contrato em ( ) vias do mesmo teor e para o mesmo efeito, na presença das testemunhas abaixo.

Rio de Janeiro, de junho de 1991.

FOCUS WORLDWIDE TELEVISION LIMITED

p.p.

Cargo: Diretor

ANTONIO CARLOS JOBIM

Testemunhas:

1.

2.

ANEXO I

PROGRAMAÇÃO DO CONCERTO

Observação:

O Artista deverá comparecer ao ensaio com piano, com John DeMain, no Teatro Municipal, na data e hora a serem acordadas com a Produtora.

Sexta-feira, 05 de junho de 1992

Em: Lagoa, às 22:00 horas, para Ensaiair o Concerto.

Para: Todos os Executantes.

Sábado, 06 de junho de 1992

Em: Lagoa, às 17:00 horas, para Ensaio Geral.

Para: Todos os Executantes.

Domingo, 07 de junho de 1992

Em: Lagoa, às 12:30 horas, até as 15:30 horas, para Ensaio com P. Domingo (e J.Irons).

Para: Todos os Executantes.

E para: às 17:00 horas, a Execução (Concerto).

ANEXO II

PROGRAMA

O Artista se comprometeu a executar os seguintes números solo ou acompanhado, pela duração de minutos:

EU SEI QUE VOU TE AMAR

DIN DIN

SERÁ VOU

CHEGA MAIS

ORJEU VOU



DATED \_\_\_\_\_ 1992

FOCUS WORLDWIDE TELEVISION LIMITED

and

[Artist]

TOM JOBIM

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AGREEMENT

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Goodman Derrick  
9-11 Fulwood Place  
Gray's Inn  
London WC1V 6HQ

Tel: 071 404 0606  
Ref: MRA/16591

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 1992  
BETWEEN

- (1) FOCUS WORLDWIDE TELEVISION LIMITED whose registered office is at 9-11 Fulwood Place, Gray's Inn, London, WC1V 6HQ (the "Producer") and
- (2) [ TOM JOBIM ] of [ \_\_\_\_\_ ] (the "Artist")

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 The following definitions apply in this Agreement:

- "Agreement" means this agreement and any and all schedules annexures and exhibits attached to it or incorporated in it by reference.
- "Audio-Visual Work" means any audio and/or visual work and/or any copyright work whatsoever incorporating or based on all or any part of the Concert which the Producer proposes but does not undertake to produce or procure the production of including but not limited to compact disc, laser disc, cassette, phonograph, video and film.
- "Concert" means the concert entitled "The Concert for Planet Earth" to be held at "The Laguna" in Rio de Janeiro, Brazil, on the 7th June, 1992 at 5pm (or at such other venue in Rio de Janeiro, and at such other time on 7th June, 1992 as the Producer may reasonably require).
- "Concert Schedule" means a schedule for the production of the Concert as set out in Schedule 1 (as the same may be varied by the Producer from time to time).
- "Delivery" means delivery of the completed Audio-Visual Work to its principal distributor.
- "Programme" means the programme set out in Schedule 2
- "Rehearsal Period" means the period set out for rehearsals in the Concert Schedule (or such other period as is agreed between the Producer and the Artist).
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"Services"

means the sole and exclusive services of the Artist as [a recording artist] [an operatic [soprano or alto or tenor or bass]] [a live stage performer] including the Performance set out in Schedule

2 throughout the world throughout

the Concert Schedule.

## 2. Engagement

2.1 The Producer engages the Artist and the Artist undertakes to provide the Services in the Concert on the terms and conditions contained in this Agreement.

2.2 The Producer shall be entitled to the Services during the following period or periods at such locations as the Producer shall reasonably require in accordance with the Concert Schedule for the Concert as follows:

2.2.1 during the Rehearsal Period for such rehearsal purposes in respect of the Concert as the Producer shall reasonably require;

2.2.2 during the Concert for the completion to the satisfaction of the Producer of the Audio-visual recording of the Concert;

2.2.3 during the Post-Production Period if reasonably required by the Producer (and subject to the availability of the Artist) for the recording and/or filming of the Services including the making of any added or substituted recordings scenes and retakes. If the Artist shall be engaged elsewhere at the time the Producer reasonably requires the Artist to render such Services during the Post-Production Period the Artist agrees to exert all reasonable efforts of the Artist to ensure that the Artist becomes available to render the Services in the most satisfactory and prompt manner.

## 3. Assignment

3.1 The Artist assigns to the Producer the entire copyright whether vested, contingent or future and all other rights of whatever nature in and to the product of the Services whether now known or in the future created to

which the Artist is now or may at any time after the date of this Agreement be entitled by virtue of, or pursuant to, any of the laws in force in any part of the world TO HOLD to the Producer its successors, assigns and licensees absolutely for the whole period of such rights for the time being capable of being assigned together with all renewals, reversions and extensions throughout the world.

3.2 The Artist irrevocably and unconditionally grants and confirms to the Producer its successors, assigns and licensees in respect of the Services and the product of the Services all consents required pursuant to the Copyright Designs and Patents Act 1988 Part II and all other laws now, or in future, in force in any part of the world which may be required in respect of the Services for the exploitation by the Producer its successors, assigns and licensees of the Services and the product of the Services whether or not by means of the Audio-Visual Work in any and all media by any and all means now known or developed in future for the full duration of the rights acquired by the Producer pursuant to this Agreement pursuant to the laws in force in any part of the world.

3.3 The Artist irrevocably and unconditionally waives all rights relating to the Services and the Audio-Visual Work to which the Artist is now or may in the future be entitled pursuant to the provisions of the Copyright Designs and Patents Act 1988 Sections 77, 80, 84 and 85 and any other moral rights to which the Artist may be entitled under any legislation now existing or in future enacted in any part of the world.

3.4 The Producer its successors, assigns and licensees shall have the right to use the name, sobriquet, autograph, likeness, photographs, portrait, caricature, voice, silhouette, and all other products of the Services in connection with the Audio-Visual Work or any part of it in connection with any merchandising and/or publishing or music publishing endeavours in connection with the Audio-Visual Work provided that the Artist shall not be

depicted as endorsing any commercial product publicised independently of the Audio-Visual Work where such product is not featured as a special element in the Audio-Visual Work.

3.5 The Artist acknowledges that all rights of copyright, privacy, publicity and all other rights in and to the Audio-Visual Work and any photographs, films and sound recordings made by the Producer its successors, assigns and licensees in connection with the Audio-Visual Work featuring the Artist and all other products of the Services belong to the Producer absolutely and that the Producer its successors, assigns and licensees shall have the right to exploit any and all of the foregoing in any and all media by any and all manner of means throughout the world for the full period of copyright together with the right to authorise others so to do.

3.6 The Artist warrants and confirms that the Producer shall have the right to make and/or authorise others to make any documentary film on the making of the Concert and/or the Audio-Visual Work and acknowledges that such documentary film may include footage of so-called "behind-the-scenes" activities featuring persons, including the Artist, and may incorporate extracts or clips from the Audio-Visual Work including surplus or rejected material or so-called "out-takes". The Artist irrevocably consents to the use by the Producer its successors, licensees and assigns of out-takes and other material featuring the Artist in such documentary film and/or any other Audio-visual production and confirms that the Producer its successors, assigns and licensees shall have the right to exploit any and all of the foregoing in any and all media by any and all manner or means for the full period of copyright including all renewals, reversions and extensions and after that so far as permissible in perpetuity throughout the world.

3.7 The Artist warrants and confirms that the Producer shall have the right to reproduce and authorise others to



reproduce the voice of the Artist and product of the Services from the soundtrack of the Audio-Visual Work on to commercial phonograph and other recordings by whatever means now known or hereafter invented and to sell, distribute, sub-license and otherwise exploit such recordings in any and all media by any and all manner or means for the full period of copyright including all renewals, reversions and extensions and after that so far as permissible in perpetuity throughout the world.

3.8 [This clause for Jeremy Irons as "Master of Ceremonies"] [The Producer its successors, licensees and assigns shall have the right to 'dub' the Artist's voice in English and/or any foreign language to such extent as may be required by the Producer provided that the Artist shall have the right to require the Producer to use the Artist at the cost and expense of the Producer.]

4. Remuneration

4.1 Subject to the full, complete and timely performance and observance by the Artist of all of the Artist's obligations under this Agreement, and as full and final consideration for the Services and for all rights granted to the Producer pursuant to this Agreement the Producer shall pay to the Artist the sum of:

- (a) GBE [ 9,000 ] ("the Artist's Fee").
- (b) [ 10 ]% ([ TEN ] percent) of the Artist's Fee being the amount of GBE[ 10,000 ] ([ 1,000 ]) ("the Audio-Visual Fee")

5. Expenses

5.1 The Producer will provide and pay for:

- (a) [ ] business class return airfare:
  - (i) from [ ] to Rio de Janeiro on [ ] ; and
  - (ii) from Rio de Janeiro to [ ] on [ ]
- (b) hotel accommodation and breakfast during the period 1992 to 1992 at [ ] (or such similar standard hotel as may be required in the circumstances) provided that all other

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expenses incurred with respect to such accommodation (including but not limited to telephone bills, room service, bar costs, and laundry costs) shall be borne by the Artist entirely at the Artist's sole expense;

6. Payment

6.1 The Artists Fee payable pursuant to this Agreement shall be paid as follows:

(a) 30% (thirty percent) of the Artists Fee shall be paid on signature by the Artist of this Agreement;

(b) the balance of the Artists Fee shall be paid to the Artist (in accordance with Clause 6.3 below) within 7 (seven) days of the date of the Concert

6.2 The Audio-Visual Fee payable pursuant to this Agreement shall be paid within 7 (seven) days of the date of the Concert.

6.3 Payment shall be made by the Producer to the Artist: (a) by cheque made out to the order of the Artist or;

(b) as the Artist irrevocably directs be payable to such person and at such address as the Artist may nominate in writing whose receipt shall be full and sufficient discharge to the Producer of the Producer's liability to make such payments.

6.4 All sums payable pursuant to this Agreement shall be exclusive of VAT which shall where applicable be payable in addition subject to the Artist rendering to the Producer full, correct and proper VAT invoices immediately following the dates such payments fall due.

6.5 The remuneration payable to the Artist pursuant to clause 5 in respect of the Services is and shall represent full and final consideration for the Services and the entire product of the Services and shall include any and all residual, repeat, rerun, foreign use, exploitation and other fees and payments of whatever nature due to the Artist by virtue of any relevant union agreement and any and all payments due to the funds of any guild or union or other similar organisation and any and all pay roll and

other taxes and direct and indirect taxes and state and government and social security contributions. No further or additional payment shall be due from the Producer to the Artist in respect of any of the foregoing or by reason of the number of hours in a day or days in the week in which the Services shall have been rendered or for any other reason whatever.

6.6 The Artist is responsible for payment of all Artist's personal tax and any other statutory or governmental deductions, levies and the like. The Artist shall be solely liable and responsible for any taxes, levies and deductions made by governmental, excise or revenue body or the like charged to or made against any of the payments herein.

6.7 The Artist expressly authorizes the Producer to deduct and withhold from all sums due to the Artist under this Agreement any sums which may be deductible in accordance with local laws or regulations from time to time.

7. Artist's warranties and obligations

As a material inducement to the Producer to enter into this Agreement the Artist warrants and undertakes and agrees with the Producer that:

7.1 The Artist has attained the age of 18;

7.2 The Artist is free to enter into this Agreement and grant to the Producer all rights and consents granted in it;

7.3 The Artist is not under any disability restriction or prohibition which might prevent the Artist from rendering to the Producer the Services or observing any of the obligations of the Artist pursuant to this Agreement;

7.4 The Services shall not be made available to any other person during the term in which the Services may be required pursuant to this Agreement;

7.5 The Artist has not entered and shall not enter into any arrangement which may conflict with this Agreement;

7.6 The Artist is a "qualifying person" within the

meaning of the Copyright, Designs and Patents Act 1988  
Section 154;

7.7 The Services and the product of the Services shall be original to the Artist and shall not be obscene or defamatory of any person;

7.8 For the purposes of the Copyright Act 1976 (USA) the Services and the product of the Services are and shall be deemed to be "works for hire" carried out for the Producer;

7.9 The Producer shall have the right to use, alter, adapt, change, revise, delete from add to and/or rearrange the whole or any part of the performance, recordings photographs and other products of the Services and to lengthen or shorten the Artist's part in the Audio-Visual Work or eliminate the Artist's part in the Audio-Visual Work and/or substitute another artist in the place and stead of the Artist and to combine the same with the whole or any part of any other work to any extent that the Producer may desire and in such event the Artist shall not have any claim for compensation for loss of opportunity to enhance the professional reputation of the Artist or for any other reason whatever in the form of damages or at all.

7.10 The Artist shall render the Services to the best of the skill and ability of the Artist in a professional and workmanlike manner in willing co-operation with others in accordance with the Concert Schedule and in particular without prejudice to the generality of the foregoing the Artist shall observe the times set out in the call sheets and as a performer of a principal role in the Concert and/or Audio-Visual Work the Artist shall do everything in such capacity to give performances of first class quality suitable for international exploitation.

7.11 The Services shall be rendered in accordance with the reasonable requirements of the Producer at any time of day or night including Saturdays Sundays and public or other holidays.

7.12 The Artist shall not without the consent in writing

of the Producer reveal or make public any financial or other information relating to the Concert and/or the Audio-Visual Work or the terms of this Agreement or the business of the Producer or issue any publicity or make any statement relating to the Concert and/or the Audio-Visual Work without the written consent of the Producer and shall not keep or take or publish any record (written or otherwise) relating to the Concert and/or the Audio-Visual Work or any photographs of persons working on the Concert and/or the Audio-Visual Work or of any matter or thing connected with the production of the Concert and/or the Audio-Visual Work without the prior written consent of the Producer.

7.13 The Artist is in a good state of health and shall take all practical steps to maintain such state and ensure the full and proper performance of the Services and the obligations of the Artist pursuant to this Agreement and if required by the Producer in order to enable the Producer to effect insurance on the Artist against loss arising from the inability of the Artist to perform the Services such insurance to be on normal terms with no exclusions or unusual deductibles.

7.14 The Artist shall at the request of the Producer render the Services in connection with the promotion and advertising of the Concert and/or the Audio-Visual Work free of charge to the Producer save in respect of the reimbursement of approved vouched expenses and the Artist shall attend press conferences and make non-commercial appearances including radio and television broadcasts and other similar engagements such Services to be subject to the prior professional engagements of the Artist.

7.15 The Artist shall provide and wear:

(a) white tie and tails (or black tie) in the case of a male Artist; or

(b) concert dress (or long concert dress) in the case of a female Artist

as the Producer may consider suitable in performing in

the Concert and/or the Audio-Visual Work provided that any other costumes required for the Services shall be provided by the Producer and shall be returned by the Artist in good condition fair wear and tear excepted on completion of the engagement.

7.16 The Artist shall at all times throughout the engagement of the Artist ensure that the Producer is informed of the whereabouts and telephone number of the Artist.

7.17 The Artist shall not on behalf of the Producer enter into any commitment contract or arrangement with any person whatever.

7.18 The Artist shall at all times comply with and observe all union regulations and all formal agreements rules and regulations relating to safety, fire prevention or general administration in force at any place in which the Artist may be required by the Producer to render the Services.

7.19 The Artist shall not make any arrangement with any third party whereby any person may acquire the right to advertise, promote, sell, package or display goods or services or merchandise of any description using the Artist's name or any reproduction of the physical likeness of the Artist in association with the appearance of the Artist in the Concert and/or the Audio-Visual Work.

7.20 The Artist undertakes to indemnify the Producer and keep the Producer at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Producer on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Artist of any of the Artist's undertakings, warranties or obligations under this Agreement

7.21 The Artist agrees to use its best endeavours to procure that, where necessary, the holder of the musical copyright in any work contained in the Programme grants to Focus, or such party as Focus may reasonably require, the appropriate musical synchronization licence for such work, on reasonable terms to be agreed by Focus and such musical copyright holder. If such agreement has not been reached prior to the date of the Concert then the Artist agrees to perform such other work as will not require such a synchronization licence.

7.22 The Artist shall procure that each individual performer, musician, singer and artist enters into a performers concert form as set out in Schedule 7 prior to the date of the concert. This Agreement shall be subject to any condition upon the fulfilment by the Artist of the condition contained in this clause the satisfaction of Focus.

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8.1. The Artist hereby irrevocably and unconditionally grants to the Producer and its successors assigns and licensees the licence in respect of "SONG FOR THE PLANET EARTH" (the Work) performed by the Artist (the "Recording") to perform and to synchronise the Recording with and/or include the whole or any video or audio-visual work featuring the Concert which the Producer intends but does not undertake to produce, or to exploit the Audio-Visual Work in all media throughout the world.

8.2. The Artist hereby irrevocably and unconditionally grants to the Producer and its successors assigns and licensees the licence in respect of "Eu sei que vou te Amar", "chega Mais", "Din di" and "Felicidade" ("Together referred to as the work") performed by the Artist (the "Recording") to perform and synchronise the Recording with and/or include the whole or any part of the Recording and/or use it in timed relation to any video or the audio-visual work featuring the Concert which the Producer intends but does not undertake to produce, or procure the production of ("the Audio-Visual Work") and to exploit the Audio-Visual Work in all media throughout the world.

## 9. Credit

9.1 Subject to the provisions contained in this Agreement and the full performance and observance by the Artist of the Artist's obligations and warranties and subject to the Artist providing the Services the Producer agrees to accord credit to the Artist on such of the Audio-Visual Work made by it or under its control as the Producer may determine in its sole discretion. The Producer shall determine in its sole discretion the manner and mode of presentation of the Artist's credit.

9.2 No casual or inadvertent failure on the part of the Producer or any third party to comply with the credit provisions shall constitute a breach of this Agreement, and the Artist acknowledges that the only remedy of the Artist for breach of any of the credit provisions of this Agreement shall be damages, and that the Artist shall not be entitled to injunctive relief for any alleged failure on the part of the Producer or any third party to accord a credit.

## 10. Insurance

10.1 The Producer may secure in its own name or otherwise and at its own cost and expense life insurance,



accident insurance or health insurance and any other insurance required by the Producer in respect of the Artist whether alone or together with others and the Artist confirms and agrees that the Artist shall not have any right, title or interest in or to any such insurance policy or any money payable pursuant to the same.

10.2 The Artist undertakes if required by the Producer to submit in a timely manner to all usual and customary medical or other examinations required by the Producer in respect of any of the matters specified in clauses 12.2 or 12.3 or required by any insurers which examinations shall be conducted in the presence of the Artist's own doctor if requested by the Artist. In the event of any dispute between the doctors of the Artist and the Producer in respect of any medical matter the Producer shall procure that the Artist shall submit to an examination by a third doctor selected jointly by the doctors of the Producer and the Artist or in the event of dispute selected by the Producer's doctor.

10.3 The Artist undertakes that the Artist shall complete in a timely manner all proposals forms and execute any other documents or instruments from time to time required by the Producer in order to effect any such policy of insurance or make any claim upon any such policy of insurance.

11. Equitable Relief

The Artist acknowledges that the Services are of a unique, unusual and extraordinary character the loss of which cannot be reasonably or adequately compensated in damages in an action at law and the Artist accordingly agrees that the Producer shall be entitled to seek injunctive and other equitable relief to prevent or curtail any actual or threatened breach by the Artist of the provisions of this Agreement.

12. Suspension

The Producer shall be entitled by notice to the Artist to suspend the engagement of the Services if:

12.1 the Artist refuses or fails to perform any of the Services or refuses or fails to perform or observe or is otherwise in breach of any of the obligations, undertakings or warranties on the part of the Artist contained in this Agreement.

12.2 the Artist shall have failed to submit to any medical examination required by the Producer or any insurance company pursuant to the provisions of clause 10 or shall have made any untrue statements or inaccurate replies on any proposals for insurance, or the Producer shall have been unable to obtain insurance in respect of the Artist on normal terms and conditions at normal premiums.

12.3 the Artist shall have been prevented from performing the Services by injury, illness, mental or physical disability.

12.4 the appearance, personality or voice of the Artist shall in the opinion of the Producer for whatever reason have materially deteriorated.

12.5.1 an Event of Force Majeure (as defined below) shall prevent the Producer from making use of the Services.

12.5.2 In this Agreement an Event of Force Majeure means:

(a) an act of God including but not limited to fire, flood, earthquake, windstorm or other natural disaster; or

(b) act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government law, judgment order or decree, sanction, embargo or similar action; or

(c) blockade or labour dispute including but not limited to strike, lockout or boycott; or

(d) interruption or failure of utility service

including but not limited to electric power, gas, water or telephone service; or

(e) failure of the transportation of any personnel, equipment, machinery, supply or material required by the Producer for production of the Audio-Visual Work; or

(f) breach of contract by any essential personnel; or

(g) any other matter or cause beyond the control of the Producer.

### 13. Effect of Suspension

13.1 Following notice from the Producer in respect of any of the matters specified in clause 12 the period of such suspension shall be the remainder of the duration of the event in which notice was given plus any time required by the Producer in order to resume the use of the Services and the Artist will provide the Services during such extended period.

13.2 During any period of suspension the Producer shall be relieved of any obligation to pay to the Artist any remuneration and the dates of any future payment obligations shall be extended by a period equivalent to the length of the suspension.

13.3 During the period of any suspension the Producer shall remain entitled to all rights granted or assigned to the Producer by the Artist.

13.4 Suspension by the Producer shall be in addition to and separate from and without prejudice to any of the other rights or remedies of the Producer at law.

### 14. Termination

The Producer shall have the right to terminate this Agreement or accept the repudiation by the Artist of this Agreement at any time when the Producer is entitled to service notice of suspension pursuant to the provisions of clause 12.1 or at any time following the expiry of 7 (seven) days after the Producer shall have given notice of suspension pursuant to any of clauses 12.3 to 12.5

inclusive. Such right shall be exercisable by notice to the Artist which shall be in writing and specify the relevant grounds on which notice is given.

15. Effect of termination

The following provisions shall apply on and after notice of termination by the Producer:

15.1 the Artist shall continue to comply with all of the obligations on the part of the Artist under this Agreement which are not affected by termination;

15.2 the Producer shall remain entitled to all rights granted or assigned to the Producer under this Agreement and all other rights relating to the Services of the Artist and the entire product of the Services;

15.3 the Artist shall be entitled only to such remuneration as shall have accrued due and become payable at the date of termination or the date of suspension if earlier;

15.4 any claim which either party may have against the other in respect of any breach or non-performance or repudiation of any of the provisions of this Agreement which shall have occurred prior to such termination or suspension shall not be affected or prejudiced and all rights of suspension or termination under this Agreement are in addition to and separate from any other rights of the Producer at law.

16 No obligation

Nothing contained in this Agreement shall constitute an undertaking by the Producer to produce the Concert or the Audio-Visual Work or to use the Services or incorporate the whole or any part of the product of such Services in the Concert and/or the Audio-Visual Work and if the Producer in its entire discretion so wishes it may, whether or not it has commenced to use the Services, substitute another artist in the place of the Artist in which event the Producer shall be under no further obligation to make any further use of the Services or any part of the same without prejudice to the right of the

Artist in respect of the remuneration provided for in clause 4 and clause 5 in respect of work done and services performed until such time.

17 No liability

The Producer shall not be liable to the Artist under any circumstances in respect of any claim for loss of opportunity on the part of the Artist to enhance the Artist's reputation.

18 No reversion

The rights granted to the Producer pursuant to this Agreement are irrevocable and without right of rescission by the Artist or reversion under any circumstance whatever. It is expressly understood and agreed that in the event the Producer terminates or cancels, or purports to terminate or cancel this Agreement, or any other Agreement entered into by and between the Producer and the Artist, then even if such actual or purported cancellation or termination is ultimately determined by a court to have been without proper or legal cause or it is ultimately determined by such court that the Producer committed a material breach of this Agreement or any other such agreement, the damage (if any) caused to the Artist is not irreparable or sufficient to entitle the Artist to injunctive or other equitable relief and the Artist shall not have any right to rescind this Agreement or any other agreement or any of the Producer's rights pursuant to the same.

19. Notices

19.1 Any notice or other document required to be given under this Agreement or any communication between the parties with respect to any of the provisions of this Agreement (other than notice given by the Producer pursuant to the provisions of clauses 12 or 14 which may be oral) shall be in writing in English and be deemed duly given if signed by or on behalf of a duly authorised officer of the party giving the notice and if left at or sent by pre-paid registered or recorded delivery post or

by telex, telegram, cable, facsimile transmission or other means of telecommunication in permanent written form to the address of the party receiving such notice as set out at the head of the Agreement or as notified between the parties for the purpose of this clause.

19.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

19.2.1 at the time the same is left at the address of or handed to a representative of the party to be served;

19.2.2 by post on the day not being a Sunday or public holiday:

(i) 2 (two) days following the date of posting in respect of UK postage, and

(ii) 7 (seven) days following the date of posting in respect of airmail;

19.2.3 in the case of a telex, telegram, cable, facsimile transmission or other means of telecommunication on the next following day.

19.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted or that the applicable means of telecommunications was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

19.4 Communications addressed to the Producer shall be marked for the attention of Carolyn Soutar, c/o Focus, the Interchange Campden Lock, London NW1, Fax 071 284 3444 and a copy sent to Goodman Derrick, 9-11 Fulwood Place, Gray's Inn London WC1V 6HQ, Fax 071 831 2502 (attention Moray Aitken).

## 20. Severability

If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the

remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

21. Producer's right to assign

The Producer shall have the right to assign or license or sub-license the whole or any part of its rights under this Agreement and in such event all of the representations, warranties and covenants on the part of the Artist contained in this Agreement shall ensure for the benefit of any assignee, licensee or sub-licensee of the Producer and if such assignee, licensee or sub-licensee undertakes direct with the Artist to comply with the obligations of the Producer to the Artist then with effect from the date of such undertaking the Producer shall have no further liability to the Artist.

22. Agreement final and complete

22.1 This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all of the parties to this Agreement. The Artist acknowledges that no representations or promises not expressly contained in this Agreement have been made to the Artist by the Producer or any of its servants, agents, employees, members or representatives.

23. Waiver

No failure or delay on the part of any of the parties to this Agreement relating to the exercise of any right, power, privilege or remedy provided under this Agreement shall operate as a waiver of such right power privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and

cumulative and are exclusive of each other or of any other rights or remedies otherwise available to a party at law or in equity.

24. No Partnership

This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between the parties.

25. Conditions Precedent

As conditions precedent to any and all liability of the Producer pursuant to this Agreement the Artist shall obtain all necessary passports, visas, work permits or other similar documentation and all other matters necessary to enable the Producer to make use of the Services pursuant to this Agreement, and if as a result of any application for any of the foregoing being refused or any permit, passport, visa, licence, permission or consent being withdrawn revoked or cancelled the Producer shall be unable to make use of the Services the engagement of the Artist may at the sole option and discretion of the Producer be terminated as to further service or fees payable pursuant to this Agreement and the Producer shall have no further liability to the Artist.

26 General

26.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended modified extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments orders and regulations for the time being made pursuant to it or deriving validity from it.

26.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate unincorporated associations and partnerships.

26.3 The expression "copyright" means the entire



copyright and design right subsisting under the laws of the United Kingdom and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

26.4 Where the context so admits the product of the Artist shall include the entire contribution made by the Artist in connection with the Concert and the Audio-Visual work including without limitation the creation, alteration and amendment of any work in which copyright subsists.

26.5 The expression "Audio-Visual Work" shall be deemed to include any and all sound recordings included in the soundtrack of the Audio-Visual Work and any and all excerpts from sound recordings and/or other Audio-visual work incorporated in the Audio-Visual Work.

26.6 Unless otherwise stated time shall be of the essence for the purpose of the performance of the Artist's obligations under the Agreement.

26.7 Unless otherwise stated references to clauses sub-clauses sub-paragraphs schedules annexures and exhibits relate to this Agreement.

27. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales the courts of which shall be courts of competent jurisdiction.

SCHEDULE 1  
Concert Schedule

Note

The Artist will be required to attend a piano rehearsal with John DeMain at the Teatro Municipal at a date and time to be agreed with the Producer

Friday 5th June 1992

At: "The Laguna"  
by: 2200 hours  
to: Work through The Concert  
for: All Performers

Saturday 6th June 1992

At: "The Laguna"  
by: 1700 hours  
to: General Probe  
for: All Performers

Sunday 7th June 1992

At: "The Laguna"  
by: 1230 hours until 1530 hours  
to: Rehearse with Domingo (and Irons)  
for: All Performers

and for: 1700 hours  
for: The Performance

SCHEDULE 2  
Programme

The Artist has agreed to perform the following items solo or accompanied for a duration of minutes:

- . EU SEI QUE VOU TE AMAR
- . CHEGA MAIS
- . DINDI
- . ORFEO NEGRO (FELICIDADE)

AS WITNESS whercof This Agreement has been entered into  
the day and year first before written.

SIGNED by )  
for and on behalf of FOCUS )  
WORLDWIDE TELEVISION LIMITED )  
by a duly authorised director )

SIGNED by [ARTIST] TOM JOBIM )

---

FACSIMILE TRANSMISSION

**GOODMAN DERRICK**  
SOLICITORS9-11 Fulwood Place  
Grays Inn  
London WC1V 6HQ

Telephone 071-404 0606

Telex 21210 LITLAW G

Fax 071-831 2502

DX 122 London

Date 3 June 1992  
To Miss Gertler  
Receivers Fax No. 010 . 55 . 21 . 252 5264  
From Mary Aitken  
No of pages  
(including this sheet) 10  
If you do not receive all pages or any part is illegible, please telephone immediately  
Matter The Rio Concert / Jobim  
MESSAGE

**GOODMAN DERRICK**  
SOLICITORS

9-11 Fulwood Place  
Grays Inn  
London WC1V 8HQ

Telephone 071-404 0606  
Telex 21270 UNILEX G  
Fax 071-831 8407  
DX 199 London

Our Ref: MRA/1a/1231412

3 June 1992

Miss Gentleman  
Legal Adviser to Mr Antonio Jobim

BY FAX

Dear Madam

SUBJECT TO CONTRACT

**THE RIO CONCERT**

I am sorry that I do not know your correct name - when we spoke last night I did not make a record of it.

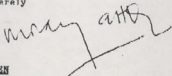
I enclose, as agreed, a revised version of the proposed contract between Mr Jobim and Focus. I should say that this is subject to any further comments that my client may have. It is also subject to contract.

I would mention the following points:-

- (a) I have amended clause 3 so that there is no longer a "assignment" of rights - rather there is an irrevocable licence in perpetuity. You agree that this is acceptable to you and your client, and confirmed that it was acceptable under Brazilian law.
- (b) I have also amended clause 4.1 on the basis of the instructions that I have from my client. You will see as follows:-
  - (i) The artist fee is US \$20,000 (payable 50% on signature and 50% within seven days after the Concert);
  - (ii) The participation in television sales will be 3% net profits;
  - (iii) The participation in audio-visual sales will be 1% on the base dealer price - in accordance with the agreement between Sony and Focus.
- (c) I have also incorporate a clause, clause 4.2, dealing with accountings.

I look forward hearing from you with your approval of the enclosed as a matter of extreme urgency.

Yours sincerely



MORAY AITKEN

cc Sergio Waismann 010 55 21 286 1943



part of the world TO HOLD to the Producer its successors, assigns and licensees absolutely for the whole period of such rights for the time being capable of being licensed together with all renewals, reversions and extensions throughout the world.

3.2 The Artist irrevocably and unconditionally grants and confirms to the Producer its successors, assigns and licensees in respect of the Services and the product of the Services all consents required pursuant to the Copyright Designs and Patents Act 1988 Part II and all other laws now, or in future, in force in any part of the world which may be required in respect of the Services for the exploitation by the Producer its successors, assigns and licensees of the Services and the product of the Services whether or not by means of the Audio-Visual Work in any and all media by any and all means now known or developed in future for the full duration of the rights acquired by the Producer pursuant to this Agreement pursuant to the laws in force in any part of the world.

3.3 The Artist irrevocably and unconditionally waives all rights relating to the Services and the Audio-Visual Work to which the Artist is now or may in the future be entitled pursuant to the provisions of the Copyright Designs and Patents Act 1988 Sections 77, 80, 84 and 85 and any other moral rights to which the Artist may be entitled under any legislation now existing or in future enacted in any part of the world.

3.4 The Producer its successors, assigns and licensees shall have the right to use the name, sobriquet, autograph, likeness, photographs, portrait, caricature, voice, silhouette, and all other products of the Services in connection with the Audio-Visual Work or any part of it in connection with any merchandising and/or publishing or music publishing endeavours in connection with the Audio-Visual Work provided that the Artist shall not be depicted as endorsing any commercial product publicised independently of the Audio-Visual Work where such product is not featured as a special element in the Audio-Visual Work.

3.5 The Artist acknowledges that all rights of copyright, privacy, publicity and all other rights in and to the Audio-Visual Work and any photographs, films and sound recordings made by the Producer its successors, assigns and licensees in connection with the Audio-Visual Work featuring the Artist and all other products of the Services belong to the Producer absolutely and that the Producer its successors, assigns and licensees shall have the right to exploit any and all of the foregoing in any and all media by any and all manner of means throughout the world for the full period of copyright together with the right to authorise others so to do.

3.6 The Artist warrants and confirms that the Producer shall have the right to reproduce and authorise others to reproduce the voice of the Artist and product of the Services from the soundtrack of the Audio-Visual work on

to commercial phonograph and other recordings by whatever means now known or hereafter invented and to sell, distribute, sub-license and otherwise exploit such recordings in any and all media by any and all manner or means for the full period of copyright including all renewals, reversion and extensions and after that so far as permissible in perpetuity throughout the world.

3.7 The Artist acknowledges and agrees that as between Artist and Producer, the Producer will have sole and complete ownership of the television programme of the Concert as finally edited and produced, and that the Producer may produce, edit, duplicate and distribute television recordings of the programme in such manner and quantity as it may deem desirable for unrestricted television broadcast and rebroadcast (including radio simulcast) throughout the world in perpetuity.

#### 4.1 Remuneration

Subject to the full, complete and timely performance and observance by the Artist of all of the Artist's obligations under this Agreement, and as full and final consideration for the Services and for all rights granted to the Producer pursuant to this Agreement the Producer shall pay to the Artist the sum of:

(a) \$20,000 (twenty thousand US dollars) ("the Artist's Fee").

(b) with respect to recordings (as defined in Clause (v) below):

(i) with respect to audio only recordings, one (1%) percent of the Base Recording Price for such recordings in accordance with the terms and conditions of the Agreement of May 15, 1992 by and between Sony Classical and the Company (the "Sony Agreement");

(ii) with respect to videogram recordings, one (1%) percent of the Royalty Base Price for such recordings in accordance with the Sony Agreement;

(iii) subject always to the prior recoupment by Sony of the initial advance of \$250,000 under the Sony Agreement; and

(iv) subject always to the recoupment of \$50,000 by Placido Domingo (following recoupment by Sony of the \$250,000 advance) under the agreement of 3rd June, 1992 between the Producer and Placido Domingo ("the Domingo Contract")

iv) as used herein, the term "recording" shall include both audio only and videogram recordings; the term "audio only recording" shall mean any device or appliance for omitting sound without a synchronized visual image, including compact disc, music cassette and long-play records, intended for household use as opposed to general public multi-party viewing; and the term "videogram" shall be understood to include a videodisc or videotape (whether reel to reel, endless loop in cassette or cartridge form or otherwise) or any other appliance whatsoever used for omitting sounds synchronized with visual images and intended for individual household use as



opposed to general public multi-party viewing, but shall not include appliances or devices used for emitting sound only without a synchronized visual image

(d) with respect to television broadcasts:

(i) three (3%) percent of all net sums received by Company from the commercial exploitation of any programme incorporating Artist's performance (in whole or in part) by live or delayed television broadcast. As used herein, "net sums received by Company" shall mean all considerations received by Company for the televised exploitation of the Concert (whether live or delayed) incorporating in whole or in part the performance of Artist, less only such sums as are first deducted by the Company's licensees, assignees or distributors as an arm's length commercially reasonable distribution fee.

#### 4.2 Accountings

The Company agrees to account to and pay the Artist his compensation hereunder within ninety (90) days of June 30th and December 31st in each year during the period of this Agreement. The Artist shall have the right at his own expense to audit the Company's books and records, and the records of the Company's assignees, licensees or distributors, and to make copies thereof, not more than once a year upon no less than thirty (30) days prior notice. The Artist shall be deemed to have accepted such accounts and statements on the expiry of a period of one year from the date of such account or statement.

#### 5. Payment

5.1 The Artists Fee payable pursuant to this Agreement shall be paid as follows:

(a) 50% (fifty percent) of the Artists fee (being the sum of \$10,000) shall be paid on signature by the Artist of this Agreement;

(b) the balance of the Artists Fee shall be paid to the Artist (in accordance with Clause 6.3 below) within 7 (seven) days after the date of the Concert

5.2 Payment shall be made by the Producer to the Artist as the Artist irrevocably directs to such person and at such address as the Artist may nominate in writing whose receipt shall be full and sufficient discharge to the Producer of the Producer's liability to make such payments.

5.3 The remuneration payable to the Artist pursuant to clause 5 in respect of the Services is and shall represent full and final consideration for the Services and the entire product of the Services and shall include any and all residual, repeat, rerun, foreign use, exploitation and other fees and payments of whatever nature due to the Artist by virtue of any relevant union agreement and any and all payments due to the funds of any guild or union or other similar organisation and any and all pay roll and other taxes and direct and indirect taxes and state and government and social security contributions.

5.4 The Artist is responsible for payment of all Artist's personal tax and any other statutory or governmental deductions, levies and the like.

6. Artist's warranties and obligations

As a material inducement to the Producer to enter into this Agreement the Artist warrants and undertakes and agrees with the Producer that:

6.1 The Artist is free to enter into this Agreement and grant to the Producer all rights and consents granted in it,

6.2 The Artist is not under any disability restriction or prohibition which might prevent the Artist from rendering to the Producer the Services or observing any of the obligations of the Artist pursuant to this Agreement;

6.3 The Artist has not entered and shall not enter into any arrangement which may conflict with this Agreement;

6.4 The Artist is a "qualifying person" within the meaning of the Copyright, Designs and Patents Act 1988 Section 154;

6.5 The Services and the product of the Services shall be original to the Artist and shall not be obscene or defamatory of any person;

6.6 For the purposes of the Copyright Act 1976 (USA) the Services and the product of the Services are and shall be deemed to be "works for hire" carried out for the Producer;

6.7 The Producer shall have the right to use, alter, adapt, change, revise, delete from add to and/or rearrange the whole or any part of the performance, recordings photographs and other products of the Services and to lengthen or shorten the Artist's part in the Audio-Visual Work or eliminate the Artist's part in the Audio-Visual Work and/or substitute another artist in the place and stead of the Artist and to combine the same with the whole or any part of any other work to any extent that the Producer may desire and in such event the Artist shall not have any claim for compensation for loss of opportunity to enhance the professional reputation of the Artist or for any other reason whatever in the form of damages or at all.

6.8 The Artist undertakes to indemnify the Producer and keep the Producer at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision the legal costs of the Producer on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Artist of any of the Artist's undertakings, warranties or obligations under this Agreement;

(a) the Artist hereby irrevocably and unconditionally grants to the Producer and its successors assigns and licensees the licence in respect of "Song for the Planet Earth" (the "Work") performed by the Artist (the "Recording") to perform and to synchronise the Recording with and/or include the whole or any part of the Recording and/or use it in timed relation to any video or audio-visual work featuring the Concert which the Producer intends but does not undertake to produce, or procure the

production of ("the Audio-Visual Work") and to exploit the Audio-Visual Work in all media throughout the world.

(b) The artist hereby irrevocably and unconditionally grants to the Producer and its successors assigns and licensees the licence in respect of "Eusie Que Von Te Amar", "Che Ga Mais", "Din Di" and "Orfeo Negroi" (together referred to as the "Work") performed by the Artist (the "Recording") to perform and to synchronize the Recording with and/or include the whole or any part of the Recording and/or use it in timed relation to any video or audio-visual work featuring the Concert which the Producer intends but does not undertake to procure, or procure the production of ("the Audio-Visual Work") and to exploit the Audio-Visual Work in all media throughout the world.

7. Distribution

The Producer its successors, assigns, licensees and distributors shall have the entire control and charge of the Audio-Visual Work and the manner and terms upon which the Audio-Visual Work is produced, distributed, marketed, exploited, exhibited and otherwise used or disposed of in all media countries and territories throughout the world and the Artist shall not have any control or voice in connection with the production distribution exploitation or exhibition of the Audio-Visual Work. The right of the Producer shall include the right to distribute the Audio-Visual Work or any part of the Audio-Visual Work alone or with any other material or sequences pursuant to any distribution method, or policy, or plan which the Producer its successors, assigns, licensees or distributors may in their entire discretion from time to time deem expedient.

8. No reversion

The rights granted to the Producer pursuant to this Agreement are irrevocable and without right of rescission by the Artist or reversion under any circumstance whatever. It is expressly understood and agreed that in the event the Producer terminates or cancels, or purports to terminate or cancel this Agreement, or any other Agreement entered into by and between the Producer and the Artist, then even if such actual or purported cancellation or termination is ultimately determined by a court to have been without proper or legal cause or it is ultimately determined by such court that the Producer committed a material breach of this Agreement or any other such agreement, the damage (if any) caused to the Artist is not irreparable or sufficient to entitle the Artist to injunctive or other equitable relief and the Artist shall not have any right to rescind this Agreement or any other agreement or any of the Producer's rights pursuant to the same.

9. Producer's right to assign

The Producer shall have the right to assign or license or sub-license the whole or any part of its rights under this Agreement and in such event all of the representations, warranties and covenants on the part of

the Artist contained in this Agreement shall ensure for the benefit of any assignee, licensee or sub-licensee of the Producer and if such assignee, licensee or sub-licensee undertakes direct with the Artist to comply with the obligations of the Producer to the Artist then with effect from the date of such undertaking the Producer shall have no further liability to the Artist.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the law of England and Wales.

SCHEDULE 1  
Concert Schedule

Note

The Artist will be required to attend a piano rehearsal with John DeMain at the Teatro Municipal at a date and time to be agreed with the Producer

Friday 5th June 1992

At: "The Laguna", by: 2200 hours, to: Work through The Concert, for: All Performers

Saturday 6th June 1992

At: "The Laguna", by: 1700 hours, to: General Probe for: All Performers

Sunday 7th June 1992

At: "The Laguna", by: 1230 hours until 1530 hours, to: Rehearse with Domingo (and Irons)  
for: All Performers and for: 1700 hours, for: The Performance

SCHEDULE 2  
Programme

The Artist has agreed to perform the following items solo or accompanied for a duration of ..... minutes:

.....  
.....  
.....  
.....

AS WITNESS whereof this Agreement has been entered into the day and year first before written.

SIGNED by )  
for and on behalf of FOCUS )  
WORLDWIDE TELEVISION LIMITED )  
by a duly authorised director )

SIGNED by ..... )