DATED THIS _____ DAY OF _____,

CONTENT LICENSE AGREEMENT

---

between

CONTENT AGGREGATION LIMITED

-and-

[CONTENT PROVIDER]

DRAWN BY:
MBOYA WANGONG'U & WAIYAKI
ADVOCATES
LEX CHAMBERS
MAJI MAZURI ROAD
OFF JAMES GICHURU ROAD
LAVINGTON
P.O. BOX 74041 - 00200
NAIROBI

This Content License Agreement is made this _____ day of _____, between:

1. **CONTENT AGGREGATION LIMITED**, a company incorporated in the Republic of Kenya with its principal office at Westlands Office Park, Waiyaki Way and of P. O. Box 7468-00300 Nairobi (hereafter referred to as "**CAL**", which expression shall, where the context so requires, include its successors in title and permitted assigns); and

2. **[INSERT COMPANY NAME]** a company incorporated in the Republic of Kenya with its principal office at [insert] and of P. O. Box [INSERT] [OR] [INSERT NAME OF INDIVIDUAL] of P. O. Box [insert] and of [insert national ID or passport number] (hereafter referred to as "**CP**", which expression shall include the CP's successors in title, personal representatives and permitted assigns).

(together referred to as the "parties" and each individually as a "**party**").

BACKGROUND

I. CAL is a duly licensed Content distributor and reseller;

II. CP is a producer/provider of Content and is the owner, proprietor of and/or controls the master rights and all other economic and moral rights to the Content. The CP's further particulars are set out under Schedule 1(b);

III. CAL wishes to procure Content from the CP and the CP wishes to provide Content to CAL for purposes of CAL distributing and reselling such Content to MNOs for Wireless Use; and

IV. The parties have agreed to enter into this Agreement in order to define their rights and obligations in relation thereto.

AGREED TERMS

NOW THEREFORE, the Parties have agreed as follows:

1. DEFINITIONS

1.1. In this Agreement (including its recitals and the Schedule) unless the context otherwise requires the following terms shall have the following meanings:

1.1.1. "**Content**" means any text, graphics, audio, visual and/or audio-visual material or other multimedia content, information and material, including the metadata relating to any such content, provided by the CP to CAL under this Agreement, as more specifically set out in Schedule 1(a) hereto and includes, music and other audio or audio-visual content and the contents of Schedule 1(a) may be updated, revised, amended or altered by the parties in writing from time to time with any such update, revision, amendment or alteration forming part of this Agreement;

1.1.2. "**MNO**" means any mobile network operators or telecommunication or mobile telephony service provider licensed for that purpose by the Communications Authority of Kenya and shall include, without limitation, the operators of Safaricom, Airtel, Telkom Kenya, and Equitel networks;

1.1.3. "**Net Revenue**" means revenue collected by CAL from MNOs less any fees, commissions or other dues payable or paid to such MNOs and less applicable Taxes and any deductions including, without limitation, costs associated with compliance by CAL with clause 7.2.2. hereto;

1.1.4. "**Content Fee**" means the fee set out in clause 6.1 and Schedule 2 hereto;

1.1.5. "**Intellectual Property Rights**" means all intellectual property rights including patents, registered designs, trademarks and service marks (whether registered or not), rights in the nature of unfair competition rights, master rights, copyrights, database right, design right and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, business names, goodwill and the style and presentation of goods or services and applications for protection of any of the above rights;

1.1.6. "**Launch Date**" means, with regard to each specific Content, the date from which such Content shall be made available for Wireless Use;

1.1.7. "**Tax**" or "**Taxation**" means all forms of taxation in Kenya including (i) any charge, tax, duty, levy, impost, withholding or liability wherever chargeable imposed by any national, state, federal, municipal or local government or (ii) any other person; and any penalty, fine, surcharge, interest, charges or costs payable in connection with any taxation in (i) above;

1.1.8. "**Term**" means the term of this Agreement as set out in clause 2.1 and as may be extended in accordance with clause 2.2;

1.1.9. "**Use**" means, by CAL to reproduce, compress, re-package, re-format, index, cut, edit, copy, technically manipulate, and otherwise change or modify the Content for subsequent reselling, distribution and sublicensing of the Content or any version thereof resulting from such change or modification, whether individually or as a collection or compilation, to MNOs for Wireless Use; and

1.1.10. "**Wireless Use**" means the use of the Content, or of any part or version thereof resulting from a Use, on mobile phones, handheld email devices, personal digital assistants (PDAs) and LCD display screens, whether in the form of ringtones, message and call notification tones, ring-back tones, audio recordings ,video recordings, video links, albums (video & audio), Short Messaging Services (SMS) and Multi Media Services (MMS) alerts and/or applications, voice recorded greetings or messages, or otherwise howsoever by the subscribers of an MNO.

1.2. In this Agreement, unless the context otherwise requires, any reference to:

1.2.1. a covenant by a party not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person so far as this is within the party's power or control;

1.2.2. the singular includes the plural and vice versa;

1.2.3. any reference to the male gender includes the female and the neuter gender;

1.2.4. a person includes reference to a body corporate or other legal entity;

1.2.5. any written law includes that law as amended or re-enacted from time to time;

1.2.6. any agreement or other document includes that agreement or other document as varied or replaced by the Parties in writing from time to time;

1.2.7. a clause is to the relevant clause of this Agreement;

1.2.8. any Party includes that Party's successors and assigns.

1.3. Clause headings are inserted for convenience only and shall be ignored in construing this Agreement.

1.4. Where the Agreement provides for the giving or issue of any notice, consent, approval certificate or determination, it shall be in writing and the words notify, certify or determine shall be construed accordingly.

2. TERM OF LICENSE

2.1. Subject to Clauses 10.3 and 10.4, this Agreement shall come into force on the date of its signature by the last party to sign and shall remain in force for an initial period of five (5) years thereafter ("**Initial Term**").

2.2. Subject to Clauses 10.3 and 10.4, upon expiry of the Initial Term, it shall automatically renew on the same terms or such other terms as the parties may agree for further periods of five (5) years, or such longer or shorter periods as the parties shall agree, unless earlier terminated in accordance with the termination provisions of this Agreement.

3. LICENSE

3.1. Upon signature of this Agreement by both parties, subject to the terms and conditions of this Agreement and in consideration of the Content Fee, the CP hereby:

3.1.1. grants to CAL a royalty free licence to the Content for the duration of this Agreement and, in respect of Content which CAL has specifically commissioned the CP to produce, an exclusive and absolute ownership, to:

(a) Use any Content provided by the CP to CAL from time to time; and

(b) Collect the Content, by using such data collection protocol as shall be specified by CAL direct from the CP's internet server or other collection point; and

3.1.2. appoints CAL as a distributor and Intellectual Property Rights reseller and sub-licensor of the Content and authorises CAL to distribute or sell, and grant rights to use, any part of the Content to any MNO for purposes of further distribution to such MNO's subscribers and, for that purpose, to enter into any agreements or other arrangements with any MNO and any other person and to provide them with a limited, non-exclusive sub-license to Intellectual Property Rights to Content so distributed or sold which sub-license shall include a right by MNOs to grant the right of Wireless Use of such Content to its subscribers.

3.2. No term contained in this Agreement shall be construed as requiring CAL to source the Content or any other content exclusively from the CP.

4. CP RIGHTS AND OBLIGATIONS

SPECIFIC RIGHTS AND OBLIGATIONS

4.1. The CP shall, at its own cost, provide CAL with the Content in such format as CAL shall specify. The CP shall, upon submission of any Content to CAL, complete the Content Release Form set out under Schedule 3.

4.2. The CP shall ensure that the Content complies with the requirements set out in this Agreement and as specifically detailed in Schedule 1(b) and any other requirements that CAL may specify from time to time.

4.3. The CP shall provide CAL with proof of registration of copyright of the Content with the Kenya Copyright Board and such other proof of ownership or permission to supply the Content to CAL as may be possible and as CAL may request.

4.4. The CP shall be entitled to payment of the Content Fee specified under clause 6.1 and Schedule 2 hereto.

4.5. The CP shall invoice CAL on a monthly basis in arrears for Content Fees due to it under this Agreement. The invoice shall account for all relevant tax and shall comply with all applicable tax laws.

4.6. Invoices raised under clause 4.5 shall:

4.6.1 be based on the revenue computation set out in Schedule 2 as prepared and provided by CAL;

4.6.2 only be settled on the basis of amounts received by CAL from the relevant MNO. For the avoidance of doubt, the parties agree that CAL shall only make payment to the CP for Content that has been distributed to MNOs in accordance with clause 3.1.2 and with respect to which CAL has received payment from the MNO to which such distribution was made; and

4.6.3 comply with such direction as may be given by CAL from time to time.

GENERAL OBLIGATIONS

4.7. The CP shall protect, defend, indemnify and hold harmless CAL against all claims, proceedings, damages, costs, expenses and losses whatsoever and howsoever arising:

4.7.1 from any negligence, wilful default, fraud, breach of the terms of this Agreement or breach of any applicable law by the CP or any of its agents, partners, employees or servants; and

4.7.2 as a result of or in connection with any claim or action that the Use by CAL or the platform of the Content or any part of the Content in accordance with this Agreement infringes the Intellectual Property Rights of a third party or breaches any applicable law or regulation.

4.8. The CP recognises that CAL shall continually vet the Content provided by CP to ensure that the Content and the CPs meet the standards required by CAL and the various MNOs with whom Cal shall have contracted and as such the CP hereby agrees that it shall comply with any instructions issued by CAL in this regard to remedy or improve on the Content.

4.9. The CP shall comply with all of its obligations under this Agreement and will observe the best business practices employed in the media industry. Furthermore, the CP, its officers, employee, representatives and agents will at all times promote and uphold the good name of CAL.

4.10. The CP shall ensure that the representations and warranties set out in this Agreement remain true and accurate at all times and shall inform CAL as soon as it becomes aware that any of the representations or warranties is no longer true or accurate.

4.11. The CP shall, at its expense, obtain and renew, in accordance with any law or regulations from time being in force, all permits, licences and authorisations required for the performance of its obligations under this Agreement including securing any permits, licences, registrations and authorisations to enable the unfettered Use of the Content by CAL. The CP shall produce to CAL on request certified copies of such permits, licences, registrations and authorisations.

5. CAL RIGHTS AND OBLIGATIONS

5.1. CAL shall:

5.1.1. Store the Content and ensure appropriate controls to prevent use of the Content by third parties (other than MNO subscribers and authorised consumers) outside this Agreement;

5.1.2. Market and promote Content distributed by CAL to an MNO and availed for Wireless Use. CAL reserves the right to market and promote specific content and to come up with specific content promotion plans. The promotion will specifically be on radio, road shows, online and television networks with such promotion covering all targeted customer segments;

5.1.3. Procure the payment of the Content Fee to the CP which shall be computed in accordance with the formula set out in Schedule 2 hereto; and

5.1.4. Give access to relevant content usage trends and strategic market insights for the purposes of content development.

5.2. The Content Fee shall be exclusive of value added Tax and subject to any withholding tax at the time of payment.

5.3. If applicable CAL shall deduct from and pay to the Kenya Revenue Authority withholding tax payable on the monies due to the CP at such rate as may be prescribed by the Kenya Government from time to time. Upon such deduction CAL shall present the CP with a Withholding Tax Certificate in such form and within timelines as may be prescribed under law from time to time.

5.4. Without prejudice to any other right or remedy that CAL may have under this Agreement or any applicable law, CAL reserves the right to set off any amount owing at any time from CAL to the CP against any amount payable by the CP to CAL under this Agreement.

5.5. CAL shall endeavour, on a best efforts basis and without guarantee or warranty by CAL to the CP in that regard, to procure and relay to MNOs usage and payment data and statistics in relation to Wireless Use of the CP's Content by subscribers of MNOs to whom CAL shall have distributed, sold, sub-licensed or granted rights of use of such Content.

6. CONTENT FEE

6.1. CAL shall pay the CP a Content Fee computed in accordance with Schedule 2 of this Agreement. For this purpose, the Parties agree that Net Revenue shall be computed in accordance with Schedule 2 and shared between CAL and the CP as follows:
6.1.1. CP – 70%; and
6.1.2. CAL – 30%.

6.2. Content Fees payable under this clause shall be paid in accordance with clauses 4 and 5.

7. CONTENT QUALITY

7.1. OWNERSHIP RIGHTS

7.1.1. The CP shall ensure that any Content provided to CAL:

(a) is wholly owned by the CP, or, where any part of the Content is not owned by the CP, the CP has obtained the relevant rights or permissions to provide the Content and license it to CAL for Use; for distribution, sale, sub-licensing and/or grant of rights to MNOs; and for Wireless Use in accordance with the terms of this Agreement; and

(b) is not the subject of any dispute of ownership or other Intellectual Property Rights and further that Use; or distribution, sale, sub-licensing and/or grant of rights by CAL; or Wireless Use of the Content or any part thereof does not violate any copyright, trademark, trade secret or other intellectual property right.

7.1.2. In confirmation of the above clause 7.1.1 but in addition, and without prejudice, to all other rights of CAL and obligations of the CP hereunder, the CP shall complete and sign Schedule 4 (*Image Rights Release*).

7.2. CONTENT ETHICS

7.2.1. The CP shall ensure that the Content developed and/or provided to CAL is not:

(a) in breach of any applicable law or regulation, or code of practice adopted by any applicable industry regulator or any policy or conditions which may be communicated to the CP by CAL;

(b) abusive, indecent, defamatory, obscene, offensive or menacing;

(c) in breach of confidence, Intellectual property rights, privacy or any right of a third party;

(d) against public interest, public order or national harmony;

(e) prejudicial in any manner to the business interests of CAL, or any of the parties thereunder;

(f) in infringement of the copyright, patent, trademark, trade secret or other proprietary rights of any third party;

7.2.2. CAL may, but shall not be obliged to and without prejudice to the CP's obligations hereunder, procure that any Content provided by the CP is approved and censored by any applicable industry regulators including but not limited to the Kenya Film Classification Board, the Kenya Film Commission and the Performers Rights Society of Kenya.

8. REPRESENTATION AND WARRANTIES

The CP warrants to CAL as follows as at the date of this Agreement and as at every time any new Content is provided by the CP to CAL:

8.1. That at all times during the subsistence of this Agreement all the information it shall furnish to CAL in relation to any Content provided will to the best of its knowledge be true and accurate in all material respects and that such information will not omit any material information which might reasonably be expected to affect the decision of CAL to enter into this Agreement or Use the Content;

8.2. That any Content provided to CAL will be in accordance with all specifications set out in this Agreement or otherwise specified by CAL, in conformity with clause 7 of this Agreement and generally of overall merchantable quality that is customary for the industry;

8.3. That the CP has the unlimited right to distribute, license and/or sell the rights in the Content or that it has obtained the relevant rights or permissions to provide the Content and license it to CAL for Use, distribution, sale, sub-licensing and/or grant of rights in accordance with the terms of this Agreement and that that the CP shall continue to retain the aforesaid rights throughout the term of this Agreement;

8.4. That the CP has not previously granted and will not grant any rights in or to the Content to any third party that are inconsistent with the rights granted to CAL herein, or which would interfere with the performance and continuance of this Agreement;

8.5. There are no proceedings pending or, to its knowledge, threatened, and there is no existing basis for any such proceedings, against or affecting it by or before any court, arbitrator, or other governmental authority which, if adversely determined, individually or in the aggregate might be reasonably expected to materially and adversely affect its properties, business, prospects, profits or condition or adversely affect its ability to perform its obligations under this Agreement;

8.6. It validly exists under the laws of Kenya and has all the necessary power and authority to enter into and perform all of its obligations under this Agreement, has in addition obtained all necessary permits, licences and consents from all relevant regulatory authorities and has, in addition, not taken any corporate action or other action for its

winding up, dissolution or re-organisation or for the appointment of a receiver, trustee or similar officer of it or of any or all of its assets or revenues or for bankruptcy (where applicable);

8.7. That its execution, delivery and performance of this Agreement will not be in conflict with or breach any other agreement or obligation to which it is a party or is bound;

8.8. That it owns all Intellectual Property Rights in the Content and has the right to license to CAL such Content for Use;

8.9. That the Content does not infringe:

8.9.1. any copyright;

8.9.2. any patent or trademark;

8.9.3. any right of publicity, right of privacy or other proprietary rights of any third party and does not contain any matter which, if published, will be libellous or defamatory in all cases under Kenyan Law; or

8.9.4. any Intellectual Property Rights;

8.10. That no third party, officer or employee of CAL has received or will receive any material or other benefit for the purpose of influencing the action of a CAL officer or employee in the execution, retention or amendment of this Agreement or securing any determination in respect to the CP's performance;

8.11. In the case of third-party content obtained by the CP as part of the Content, the CP warrants that it shall procure all necessary consents, licences and permits from such third parties, which may be necessary for CAL to Use the Content with such consent, licence or permit being in a form agreed to by CAL in writing;

8.12. The CP hereby undertakes to indemnify and hold CAL, its directors, officers, agents and employees harmless for any cost, claim or liability arising from the breach of the aforesaid warranties and representations (including, without limitation, all costs and damages incurred as a result of any third-party claims that Use, distribution, sale, sub-licensing and/or grant of rights by CAL, or Wireless Use by any person, of the Content or any part thereof infringes on any rights of any third party);

8.13. In the event that any such infringement claim arises or in CAL's opinion is likely to arise, the CP shall at his/her expense and at CAL's option procure for CAL the right to continue using the Content.

8.14. Where the infringement claim relates to a severable item of Content provided hereunder, then at the option of CAL, the CP will terminate this Agreement in relation to such severable part, and otherwise the Agreement shall continue in full force and effect.

9. INTELLECTUAL PROPERTY

9.1. Unless otherwise agreed by the parties in this Agreement or otherwise in writing, the Content shall be owned by the CP.

9.2. Nothing in the Agreement shall grant, suggest, or imply any authority for the CP to use the name, trademarks, service marks, or trade names of CAL for any purpose whatsoever unless such use is done with the prior written consent of CAL.

9.3. The CP shall take all reasonable steps available to it to restrain infringements by third parties of the Intellectual Property Rights in the Content which might, if not restrained, damage the ability of CAL to exploit its rights hereunder.

10. TERMINATION

10.1. Subject to Clauses 10.3 and 10.4, this Agreement shall automatically terminate on the expiry of the Initial Term and shall automatically renew on the same terms or such other terms as the parties shall agree for further periods of five (5) years unless earlier terminated in accordance with the termination provisions of this Agreement.

10.2. Subject to Clauses 10.3 and 10.4, each Party shall be entitled to terminate this Agreement by giving written notice to the other Party (such termination immediately effective upon the giving of such notice of termination):

10.2.1. if one Party ceases or threatens to cease to carry on its business;

10.2.2. if either fails to comply with its obligations under this Agreement, and, if the failure can be cured, the defaulting party fails to cure such a failure within fourteen (14) days of written notice from the other party (or such longer period as may be indicated in the notice) or where the defaulting party declares that it will not be able to remedy the default within such time.

10.2.3. if a receiver, administrator or similar officer is appointed over all or any part of the assets or undertaking of the other Party;

10.2.4. if one Party makes any arrangement for the benefit of its creditors;

10.2.5. if one Party goes into liquidation save for the purposes of a genuine amalgamation or reconstruction;

10.2.6. in the event of either party being prohibited by any law or official requirement from complying with the terms of this Agreement.

10.3. CAL shall be entitled to terminate this Agreement at any time, without cause, by giving the CP ninety (90) days prior written notice.

10.4. The CP shall be entitled to terminate this Agreement at any time, without cause, by giving CAL one hundred and eighty (180) days prior written notice

10.5. Upon termination of this Agreement howsoever occurring, CAL shall continue to be entitled to Use of the Content already delivered to it by the CP on the same payment terms. Consequently, the following clauses shall survive termination for this additional period:

10.5.1. The CP's license obligation under clause 4.3 and clause 7 and clause 9;
10.5.2. The content fee and billing procedure in clauses 4.4 and 4.5;
10.5.3. CAL's payment obligation in clauses 5 and 6;
10.5.4. The CP's general obligations set out in Clauses 4.6 to 4.11;

10.5.5. The representations and warranties in clause 8; and
10.5.6. The intellectual property provisions in clause 9.

10.6. Termination of this Agreement, howsoever occurring, shall not prejudice any accrued rights of either Party.

11. NOTICES

11.1. The Parties select as their respective addresses, the addresses set out below for all purposes arising out of or in connection with this Agreement at which addresses only all processes and notices arising out of or in connection with this Agreement may validly be served upon or delivered by the Parties.

(a) CAL: The Chief Executive Officer
Content Aggregation Limited
Westlands Office Park
Waiyaki Way
P.O Box 7468-00300
Email:

(b) CP: The Chief Executive Officer
[Physical Address]
P.O Box
Email:

12. GENERAL/MISCELLANEOUS

12.1. INDEPENDENT RELATIONSHIP

The Parties are independent entities and are not and shall not be construed as joint venture parties, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

12.2. LIMITATION OF LIABILITY

It is hereby agreed between all the parties that:

12.2.1. CAL shall not at any time be responsible for any loss or damage to the CP (whether or not awarded by a judicial or legally constituted tribunal) howsoever occurring under this Agreement unless such loss or damage arises from the gross negligence, wilful default or fraud of CAL;

12.2.2. no warranty or guarantee is provided by CAL in connection with the revenue that the CP may earn through Content Fees;

12.2.3. that no guarantee is provided by CAL to the CP that subscribers of MNOs will subscribe to any Content for purposes of Wireless Use or otherwise and any suspension of services by an MNO or the removal or suspension of Content from an MNO's platform will not create any liability on the part of CAL.

12.3. **MODIFICATION OF AGREEMENT**

In the event any of the provisions in this Agreement are to be modified after the Agreement has been signed, the modifications shall be made in writing and notified to the CP.

12.4. **ASSIGNMENT OF AGREEMENT**

CP may not assign or transfer or purport to assign or transfer its rights or obligations under this Agreement without having first sought and obtained the written consent of CAL. For the purposes of this Agreement CP must notify CAL of any change of control (as defined under the Competition Act, 2010) within ten (10) days of such changes taking effect and CAL may at its sole discretion repudiate this Agreement without consequence if such changes are not in its opinion beneficial to its business **PROVIDED** that such discretion is exercised within thirty (30) days of receipt of official notification of the said changes from CP.

12.5. **CONFIDENTIALITY**

CP shall not at any time disclose, directly or indirectly to any other person whatsoever (including to the public or any section of the public) any information concerning this Agreement or any other information of any nature whatsoever concerning CAL or any other matter, whether such information or matter is stated to be confidential or not, without the express written permission of CAL. The CP on its own behalf gives this covenant and CP also undertakes to ensure that it will take all reasonable steps to enforce obligations in like form against its directors and personnel.

12.6. **ENTIRE AGREEMENT**

This Agreement contains the whole agreement between the Parties relating to the subject matter of this Agreement and no variation, extension or cancellation of the expressed terms of this Agreement shall be binding upon CAL as the case may be unless and until such variation, extension or cancellation is confirmed in writing under the hands of authorised representatives of both Parties.

12.7. **NO WAIVER**

Except where this Agreement provides otherwise, the rights and remedies contained in it are cumulative and not exclusive to rights or remedies provided by law. The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

12.8. **SEVERABILITY**

If any provision of this Agreement is declared by any judicial or other competent authority or an arbitrator appointed hereunder to be void, voidable, illegal or otherwise unenforceable, the Parties shall amend that provision in such reasonable manner as achieves the intention of the Parties without illegality or at the discretion of CAL it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

12.9. **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall together constitute one and the same Agreement.

12.10. **COSTS**

Each party shall bear its own costs incurred in the negotiation, preparation and execution of this Agreement.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. Kenyan law shall govern the construction, validity and performance of this Agreement in all respects.

13.2. The parties shall use their best efforts to settle amicably any dispute arising from or in connection with this Agreement or the interpretation thereof.

13.3. If the dispute has not been settled pursuant to the mediation within ten (10) days from when the mediation was instituted, any party may elect to commence arbitration. Such arbitration shall be referred to arbitration by a single arbitrator to be appointed by agreement between the Parties or in default of such agreement within fourteen (14) days of the notification of a dispute, upon the application of either Party, by the Chairman for the time being of the Kenya Branch of the Chartered Institute of Arbitration.

13.4. Such arbitration shall be conducted in Nairobi in accordance with the Rules of Arbitration of the said Institute and subject to and in accordance with the provisions of the Arbitration Act 1995.

13.5. To the extent permissible by Law, the determination of the Arbitrator shall be final, conclusive and binding upon the Parties hereto.

13.6. Pending final settlement or determination of a dispute, the Parties shall continue to perform their subsisting obligations hereunder.

13.7. Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

SIGNED BY: ……)
Duly authorized for and on behalf of:) …….
CONTENT AGGREGATION LIMITED) *signature*
In the presence of: **……**)
)
)
)
)
)
)
)

)

SIGNED BY: ……..)
Duly authorized for and on behalf of) …….
……) *signature*
In the presence of: **……**)
)
)
)
)
)
)
)

SCHEDULE 1

(a) CONTENT SPECIFICATIONS

Content will be delivered to CAL in; MP3 and Wav format.

(b) CP PARTICULARS

i. PAYMENT DETAILS

Account Name:			
Bank Name:			
Branch:			
Account Number:			
Swift Code:			
Next of Kin:	**Name:**	**Phone:**	**ID:**

ii. OTHER PARTICULARS

Official Name:
ID/Passport:
Artist Name:
Signature specimen:
Date:
ID/Passport:

SCHEDULE 2 – CONTENT FEE

COMPUTATION OF SHARE OF REVENUE – CONTENT FEES

The CPs Revenue Share for a month is computed based on subscriptions that the CP's Content receives from MNOs' subscribers and shall be subject to the particular MNOs' rates of remuneration to such MNOs' content providers/distributors.

The Parties agree that the share of the Net Revenue in relation to Content distributed, sold or sublicensed by CAL to the various MNOs under this Agreement shall be the net amount received from the MNOs, **less** applicable Taxes and any deductions applicable under this Agreement.

SCHEDULE 3 – CONTENT RELEASE FORM

The Licensed recordings in respect of this Agreement and for which the Distributor has the rights granted hereunder are:

ARTIST	ALBUM	SONGS

Content Provider's Name: ……

Content Provider's Signature: ……

SCHEDULE 4 – IMAGE RIGHTS RELEASE

IMAGE RIGHTS RELEASE

BETWEEN

CONTENT AGGREGATION LIMITED T/A VIUSASA

&
[INSERT NAME]

_____

["LICENSOR" OR "CP"]

PREAMBLE: IMAGE RIGHTS ARE THE PUBLIC EXPRESSION OF AN INDIVIDUAL/INDIVIDUALS' voice, signature, likeness, appearance, silhouette, feature, face, expressions (verbal or facial), gestures, mannerisms, any other distinctive characteristics or personal attribute of a personnage

The Content License Agreement is entered into by and between _____ ***("Licensor") and, CAL (or 'Licensee')*** for the purpose of granting limited license to the use of Licensor's Content (as defined under the Content License Agreement). Further to the provisions of the Content License Agreement, I, the CP therein, hereby:

1. grant the Licensee, and its assigns a royalty free licence limited license and all authorisations and clearances to use, copy, reproduce, reproduce, compress, re-package, re-format, index, cut, mix, duplicate, re-use, edit, and/or technically manipulate (as the case may be) my image, branding likeness, all copyright and residual rights as embodied in the audio-visual works contained in the Content (defined under the Content License Agreement) as listed to the Content License Agreement as 'Schedule 1' and for Use in accordance with the Content License Agreement. This limited grant further embodies use of my image and personality rights, ***in toto,*** taken or submitted by myself for use in multi-media, digital and social media awareness now known or later developed. in whole or part as. I shall have and bear full interest to the said audio-visual works, including but not limited to copyright interests, and I acknowledge that, I have full and unhindered interest and ownership of the production, The Licensee, or its copyright;

2. grant The Licensee and its assigns usage rights in all digital works embodied in the audio-visual works in accordance with this Agreement;

3. further grant the Licensee and it's assigns the right to publish, broadcast, exhibit, market and otherwise distribute the said audio-visual works, either in whole or in parts, and alone or with other products, for commercial or non-commercial publishing and distribution, subject however to the terms of the Content License Agreement signed on the _____ day of _____ .

4. confirm that I have the right to enter into the Content License Agreement, absolutely not restricted by any commitments and no financial, copyrights, intellectual property and or legal commitments or obligations.

5. expressly release and indemnify the Licensee and its officers, employees, agents and designees from any and all claims known and unknown arising out any breach of representations of warranty by the Licensor, breach of agreement or covenant by the Licensors with any of their third party assigns, losses incurred by Licensor's assigns or third party associate third party claims for the production specific matter, that is, claims of infringement and/or misappropriation of Intellectual Property Rights through misrepresentation, or any claims of or in any way connected with the above granted uses and representations. The rights herein are limited, time bound to the parent agreement and worldwide;

6. By executing the Content License Agreement as the CP, I, either individually, or as an agent or representative, represents and warrants that I am eighteen (18) years of age or above, and further, if executing said contract as agent or representative, that I have the authority to enter into the Content License Agreement and should I not have such authority, I personally accept and assume full responsibility and liability under the terms of the said Agreement;

7. Notwithstanding the date of signature of this Schedule 4 (*Image Rights Release*), the rights granted hereunder shall commence on the _____day of _____ ("the commencement date") and continue for the term of the Content License Agreement.

8. I am fully aware, and agree, that the Content may be used outside the geographical confinements of Kenya given the advancement of the Internet and digital media and the nature of the MNOs' business.

I have read the foregoing and understand its terms and stipulations and agree to all of them:
The Content License Agreement, including this Schedule 3, and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed the Agreement and this Schedule 3 through its authorized representative.

SIGNED ON THIS _____ DAY OF _____

Executed by LICENSOR by or in the presence of:	
_____	_____
LICENSOR	***SIGNATURE***
_____	_____
WITNESS | LICENSOR	***SIGNATURE***

Executed by CONTENT AGGREGATION LIMITED by or in the presence of: