**DATED THIS _____ DAY OF _____, _____**

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**GENERAL CONDITIONS OF CONTRACT**
**(attached to the Form of Content License Agreement entered into between the parties)**

---

**between**

**CONTENT AGGREGATION LIMITED**

**and**


**DRAWN BY:**

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

**GENERAL CONDITIONS OF CONTRACT**

**BACKGROUND**

I. CAL (as defined under the Agreement) is an aggregator and distributor of Content, which Content would be provided to subscribers on a platform (the "**Platform**") for short Video Content on a video-on-demand basis to be made available on mobile devices, Set Top Boxes and Online platforms.

II. CP (as defined under the Agreement) is a producer/provider of Content including Short Clip Video Content.

III. CAL wishes to enter into an agreement with the CP and CP wishes to provide Content for purposes of being made available on the Platform under the terms of these General Conditions.

IV. For the above purpose, CAL and the CP ("both collectively referred to as "parties" and each individually as a "party") wish to enter into a Content License Agreement.

V. It is the intention of the parties that the Form of Content License Agreement ("the Agreement") and these General Conditions of Contract (these "General Conditions") shall form and be read as one document and shall together constitute the Content License Agreement between CAL and the CP.

VI. By signing the Agreement, the parties agree that they have read and accept the terms of these General Conditions.

**AGREED TERMS**

**NOW THEREFORE**, the Parties have agreed as follows:

**1. DEFINITIONS**

**1.1.** In these General Conditions (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 (including still visual images) and/or audio-visual material or other multimedia content, information and material, including the **metadata** relating to any such content, provided by the CP under these General Conditions , as more specifically set out in Schedule 1 hereto and includes Short Clip Video Content and the contents of Schedule 1 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 these General Conditions ;

**1.1.2.** "Short Clip Video Content" means short-form video content that: (i) has a beginning arc, middle arc and ending arc, (ii) is ten minutes or less and (iii) in a format that is ready for consumption by the general public and which is derived from the Content**;**

**1.1.3.** "**Net Revenue**" means all revenue earned from end users of the Content and less applicable Taxes;

**1.1.4.** "**Content Fee**" means the fee set out in clause 4.1 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, copyright, 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 Content shall be made available on the Platform.

**1.1.7.** "**Platform**" has the meaning set out in recital 1 above;

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

**1.1.9.** "**Term**" means the term of these General Conditions as set out in clause 2.1 and as may be extended in accordance with clause 2.2.

**1.1.10.** "**Use**" means by CAL or the platform to digitise, encode, aggregate, compress, re-package, re-format, index, technically manipulate, and otherwise change or modify the Content and to deploy the Content to the platform with such deployment to include copying, hosting, electronically storing, caching, displaying, communicating, transmitting, making available and distributing the Content to subscribers and consumption of such Content by subscribers.

**1.2.** In these General Conditions , 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 these General Conditions ;

**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 these General Conditions .

**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 Clause 9.3, the Content License Agreement shall come into force on the date of these General Conditions and shall remain in force for an initial period ("**Initial Term**") of three (3) years from the Launch Date.

**2.2.** Subject to Clause 9.3, upon expiry of the initial term of the Content License Agreement, it may be renewed at the option of CAL on the same terms for further periods of two (2) years unless earlier terminated in accordance with the termination provisions of these General Conditions .

## 3. CP RIGHTS AND OBLIGATIONS

### SPECIFIC RIGHTS AND OBLIGATIONS

**3.1.** The CP shall, at its own cost, provide CAL with the Content in such format as CAL shall specify.

**3.2.** The CP shall ensure that the Content complies with the requirements set out in these General Conditions and as specifically detailed in Schedule 1.

**3.3.** 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 as may be possible and as CAL may request.

**3.4.** The CP shall be entitled to payment of the Content Fee in accordance with clause 4.1 and Schedule 2 based on viewership on the Platform.

**3.5.** The CP shall invoice CAL on a monthly basis in arrears for Content Fees due to it under these General Conditions. The invoice shall account for all relevant tax and shall comply with all applicable tax laws. The invoice shall be based on the revenue computation set out in schedule 2 as prepared and provided by CAL based on consumption data collected by CAL. The invoice shall comply with such direction as may be given by CAL from time to time.

**GENERAL OBLIGATIONS**

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

**3.6.1.** from any negligence, wilful default, fraud, breach of the terms of these General Conditions or breach of any applicable law by the CP or any of its agents, partners, employees or servants;

**3.6.2.** 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 these General Conditions infringes the Intellectual Property Rights of a third party or breaches any applicable law or regulation.

**3.7.** 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 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.

**3.8.** The CP recognizes that CAL shall have the right to decline to host any or all of the Content on the Platform, or remove any or all of the Content hosted on the Platform, if it does not meet standards and the quality requirements as determined by CAL from time to time or if it does not receive adequate viewership without any obligation to notify the CP of such decision.

**3.9.** The CP shall comply with all of its obligations under these General Conditions 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 and the Platform.

**3.10.** The CP shall ensure that the representations and warranties set out in these General Conditions remain true and accurate at all times and shall inform CAL as soon as it becomes aware that any of the representation or warranties is no longer true or accurate.

**3.11.** 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 these General Conditions including securing any permits, licences, registrations and authorisations to enable the unfettered Use of the Content by CAL and the platform. The CP shall produce to CAL on request certified copies of such permits, licences, registrations and authorisations.

## 4. CAL RIGHTS AND OBLIGATIONS

**4.1.** CAL hereby agrees to create, maintain and provide the Platform aimed at providing informative, entertaining, educational content in English, Kiswahili and multiple local languages with mass appeal. CAL shall strive to make the Platform state-of-the-art and use all reasonable efforts to

aggregate dynamic short-form freshly updated video content at affordable rates. Specifically, CAL shall:

**4.1.1.** make the CP's content available on the platform at no additional cost as per the terms of these General Conditions ;

**4.1.2.** avail and continuously maintain and update the technology used for the;

**4.1.3.** Store the content and ensure appropriate controls to prevent use of the Services by third parties (other than Subscribers and authorised consumers) outside the Agreement;

**4.1.4.** Market and promote the Platform and, by extension, the CP content through the platform. CAL reserves the right on 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;

**4.1.5.** Provide customer care and subscriber management;

**4.1.6.** Provide billing and revenue collection functions on behalf of the CP subject to the terms of the revenue share formula;

**4.1.7.** 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

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

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

**4.3.** 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.

**4.4.** CAL shall provide the CP with such reasonable information as the CP may require to enable the CP to confirm the revenue computation in connection with Content Fees as prepared by CAL provided that such information shall not disclose details of any subscriber or customer of the Platform.

**4.5.** Without prejudice to any other right or remedy, 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 these General Conditions .

## 5. CONTENT QUALITY

### 5.1. OWNERSHIP RIGHTS

The CP shall ensure that any Content provided to CAL:

**5.1.1.** is wholly owned by the CP, or the CP has obtained the relevant rights to provide the Content and license it to CAL in accordance with the terms of these General Conditions ;

**5.1.2.** is not the subject of any dispute of ownership or other Intellectual Property Rights.

**5.1.3.** In confirmation of the above Clauses; 5.1.1. and 5.1.2. , the CP shall complete and sign the 'IMAGE RIGHTS RELEASE, as attached to these General Conditions as SHEDULE 3.

### 5.2. CONTENT ETHICS

The CP shall ensure that the Content developed is not:

**5.2.1.** 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;

**5.2.2.** abusive, indecent, defamatory, obscene, offensive or menacing;

**5.2.3.** in breach of confidence, Intellectual property rights, privacy or any right of a third party;

**5.2.4.** against public interest, public order or national harmony;

**5.2.5.** prejudicial in any manner to the business interests of CAL, the Platform or any of the parties thereunder;

**5.2.6.** in infringement of the copyright, patent, trademark, trade secret or other proprietary rights of any third party;

**5.3.** The CP shall ensure that the Content developed is approved and censored by all applicable industry regulators including but not limited to the Kenya Film Classification Board, the Kenya Film Commission and the Performers Rights Society of Kenya.

## 6. LICENSING OF CONTENT

**6.1.** Upon signature of these General Conditions by both parties and subject to the terms and conditions of these General Conditions and in consideration of the Content Fees, the CP grants to CAL and the platform a royalty free licence the Content and, in respect of Content which CAL has specifically commissioned the CP to produce for the Platform, an exclusive ownership, to:

**6.1.1.** Use any Content provided by the CP to CAL from time to time;

**6.1.2.** 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

**6.1.3.** The CP, by granting the licence detailed in clause 6.1, also grants CAL the express right and platform to grant a sub-licence to subscribers and consumers on the Platform to the extent necessary for such subscribers and consumers to view the Content.

**6.2.** CAL shall have the right, and not the obligation, to do any of the matters set out in clause 6.1 directly or through the platform.

**6.3.** No term contained in these General Conditions shall be construed as requiring CAL to source the Content or any other content exclusively from the CP.

## 7. REPRESENTATION AND WARRANTIES

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

**7.1.** That at all times during the subsistence of these General Conditions 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 these General Conditions or Use the Content.

**7.2.** 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 these General Conditions .

**7.3.** It validly exists under the laws of Kenya and has all the necessary power and authority to enter into these General Conditions and has in addition obtained all necessary permits, licences and consents from all relevant regulatory authorities.

**7.4.** That its execution, delivery and performance of these General Conditions will not be in conflict with or breach any other agreement or obligation to which it is a party or is bound.

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

**7.6.** That the Content does not infringe:

**7.6.1.** any copyright; or

**7.6.2.** any patent or trademark;

**7.6.3.** 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;

**7.6.4.** any Intellectual Property Rights.

**7.7.** 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 these General Conditions or securing any determination in respect to the CP's performance.

**7.8.** 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. INTELLECTUAL PROPERTY

**8.1.** Unless otherwise agreed by the parties in these General Conditions or otherwise in writing, the Content shall be owned by the CP.

**8.2.** 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 and the platform for any purpose whatsoever unless such use is done with the prior written consent of CAL.

## 9. TERMINATION

**9.1.** Subject to Clause 9.3, these General Conditions shall automatically terminate on the expiry of the Initial Term and shall automatically renew, at the option of CAL, on the same terms for further periods of two (2) years unless earlier terminated in accordance with the termination provisions of these General Conditions.

**9.2.** Subject to Clause 9.3, each Party shall be entitled to terminate these General Conditions by giving written notice to the other Party (such termination immediately effective upon the giving of such notice of termination):-

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

**9.2.2.** if either fails to comply with its obligations under these General Conditions, 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.

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

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

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

**9.2.6.** in the event of either party being prohibited by any law or official requirement from complying with the terms of these General Conditions .

**9.3.** CAL shall be entitled to terminate these General Conditions at any time, without cause, by giving the CP ninety (90) days prior written notice.

**9.4.** Upon termination of these General Conditions 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:

**9.4.1.** The CP's license obligation under clause 3.3 and clause 6;
**9.4.2.** The content fee and billing procedure in clauses 3.5 and 3.6;
**9.4.3.** CAL's payment obligation in clause 4;
**9.4.4.** The CP's general obligations set out in Clauses 3.7 to 3.12;
**9.4.5.** The representations and warranties in clause 7; and
**9.4.6.** The intellectual property provisions in clause 8.

**9.5.** Termination of these General Conditions , howsoever occurring, shall not prejudice any accrued rights of either Party.

**10. NOTICES**

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

**CAL**:
The Chief Executive Officer
Content Aggregation Limited
Westlands Office Park
Waiyaki Way
P.O Box 7468-00300
Email:info@calkenya.com

**CP**:
Name:_____

P.O Box _____

Physical Address:_____

Mobile Number : _____

Email: _____

## 11. GENERAL/MISCELLANEOUS

### 11.1. 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 these General Conditions .

### 11.2. LIMITATION OF LIABILITY

It is hereby agreed between all the parties that:

**11.2.1.** 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 these General Conditions unless such loss or damage arises from the negligence, wilful default or fraud of CAL;

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

**11.2.3.** that no guarantee is provided by CAL to the CP on availability of the Platform to subscribers and customers and any suspension of services on the Platform or the removal or suspension of Content on the Platform will not create any liability on the part of CAL.

### 11.3. MODIFICATION OF AGREEMENT

In the event any of the provisions in these General Conditions are to be modified after the Agreement has been signed, the modifications shall be made in writing and signed by the authorised representatives of the parties.

### 11.4. ASSIGNMENT OF AGREEMENT

CP may not assign or transfer or purport to assign or transfer its rights or obligations under these General Conditions without having first sought and obtained the written consent of CAL. For the purposes of these General Conditions 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 these General Conditions 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.

### 11.5. 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 the Content License Agreement or any other information of any nature whatsoever concerning CAL or the Platform 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.

### 11.6. ENTIRE AGREEMENT

**11.6.1.** The Agreement and these General Conditions shall form and be read as one document and shall together constitute the Content License Agreement between CAL and the CP.

**11.6.2.** The Content License Agreement contains the whole agreement between the parties relating to the subject matter of the Content License Agreement and no variation, extension or cancellation of the expressed terms of the Content License 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.

**11.7. NO WAIVER**

Except where these General Conditions 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 these General Conditions shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these General Conditions .

**11.8. SEVERABILITY**

If any provision of the Content License 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 these General Conditions and the remaining provisions of these General Conditions shall remain in full force and effect.

**11.9. COUNTERPARTS**

The 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.

**11.10. COSTS**

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

**12. GOVERNING LAW AND DISPUTE RESOLUTION**

**12.1.** Kenyan law shall govern the construction, validity and performance of the Content License Agreement in all respects.

**12.2.** The parties shall use their best efforts to settle amicably any dispute arising from or in connection with the Content License Agreement or the interpretation thereof.

**12.3.** 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.

**12.4.** 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.

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

**12.6.** Pending final settlement or determination of a dispute, the parties shall continue to perform their subsisting obligations hereunder.

**12.7.** Nothing in the Content License Agreement shall prevent or delay a party seeking urgent injunctive or interlocutory relief in a court having jurisdiction.

**IN WITNESS HEREOF** the parties have signed the Agreement on the day and year therein written.

**SCHEDULE 1 – CONTENT**

SHEDULE 1:
Please complete 1 schedule for each show
Use the table to give a detailed description of your content and the delivery schedule
PROJECT/SHOW TITLE Name of the series
LOGLINE One-sentence summary of the show with the "hook"
SYNOSPSIS TARGET AUDIENCE 1 paragraph summary of the show, What sets it apart, and what will make it sell to Kenyan audiences.
Genre of the show you're submitting - drama, comedy, reality or
murder mystery.
Who is your target audience?
LANGUAGE In what language is the content be produced?
TARGET LENGTH What is the average length of the episode/s?
HOW MANY EPISODES
DO YOU PROPOSE TO
SUBMIT
DATES OF DELIVERERY
(in 3 monthly cycles) (Note that 3 months' worth of content will be required at
Launch. Approximately 36 episodes)
PROPOSED SHOW
POSTER This image or graphic represent your show on the APP. Make it
stand out.
 Upload JPEG, PNG; 1920x1080 pixels; maximum 6MB file
size
 You must have rights to use the image.
 The image must include your project title.
Does the content qualify for a G or PG rating?
GENRE
RATINGS
COMPLIANCE
1.
2.
3.
4.
5.
6.
7.
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Date_____Number of Episodes_____
Attach all the rights, releases and clearances necessary for this
show, including Tax compliance.The Factual criteria and subjective criteria for delivery of content is as follows:
Factual criteria
1. Length (between 2 – 10 minutes)
2. No larger than 1GB per episode
3. MP4 format
4. Resolution no lower than 360p

5. 16:9 aspect ratio
6. Technical quality – picture, sound, lighting.
7. Kenyan content

Subjective criteria

1. Ability to build affinity
2. Emotional connections
3. Relatability to the storylines
4. Content that will generate a 'buzz'

NOTE :

1. The show must be in compliance with all policies, laws and regulations governing content, taste, community reflection and any other relevant Kenyan laws pertaining to the nature of suitable content (Please consult the Kenya Film Commission website and the Kenya Film Classification board website for further information), and must otherwise qualify for a G or PG rating;
2. If the Content partner fails to make delivery of the content at the time agreed upon, CAL reserves the right to cancel, and hold the Content Partner accountable for any additional costs or damages incurred.

## SCHEDULE 2 – CONTENT FEE

### GENERAL PRINCIPLE IN CONNECTION WITH REVENUE SHARE

- CAL will pay 40% of all Net Revenue generated by the Platform to all content producers (including the CP) who supply content for the Platform ("**Revenue Share**").

- This Net Revenue is distributed to all content producers (including the CP) who supply content for the Platform based on the viewership received for their respective content.

### COMPUTATION OF STREAMS

- In order for any Content (or components thereof) to participate in the Revenue Share in any month, such Content (or components thereof) must have been watched for at least 50% of its length by at least a single subscriber.

- Upon qualifying as such, the Content (or any component thereof) shall be referred to as a Stream.

- A subscriber can generate more than one Stream in relation to the CP by watching more than one clip (for at least 50% of its length) from Content provided by the CP.

- A video clip will generate multiple Streams where multiple subscribers watch it (for at least 50% of its length).

- Duplicate viewership of a video clip will not generate multiple Streams.

Therefore:

  - The number of Streams for a video clip in one month is therefore the total number of subscribers who have watched that video clip for at least 50% of its length in that month.

  - The number of Streams for the CP is the aggregate number of Streams for all video clips derived from Content provided by that CP.

  - The total number of Streams in a month for the Platform is the aggregate number of Streams for all video clips hosted on the Platform.

  *E.g. if the Platform has 1000 subscribers and 100 clips in total in a given month, out of which, 60 clips were then watched for over 50% of their respective length by all the subscribers, then the total Streams for the month shall be:*

  *1000subscribers x 60clips = 60,000 Streams.*

  *Similarly, if 500 subscribers watched all the available (100) clips for more than 50% of their respective lengths, then the total Streams will be:*

  *500 x 100 = 50,000 streams*

**COMPUTATION OF SHARE OF REVENUE – CONTENT FEES**

- The CPs Revenue Share for a month is computed based on total time spent viewing that CPs Streams divided by total time spent on all the Streams.

- The length of time spent watching a CPs Streams is the aggregate number of minutes spent watching the Streams.

Therefore:

- CPs Revenue Share for a month is the length of time spent watching the CPs Streams divided by the total amount of time spent watching all the Streams on the Platform in that month.

- Any viewership of a clip for less than 50% of its length does not count and shall not be considered a Stream. Duplicate viewership of a clip by one subscriber does not count and shall not be considered a Stream.

*e.g. if total Streams for the month generated viewing time of 5000 minutes and the CPs 500 streams a total of 400 minutes, then, the CPs share of revenue is 8% of the content share of the Net Revenue (i.e. 8% of 40% of the Net Revenue).*

**SCHEDULE 3:**

***ADDENDUM***

***IMAGE RIGHTS RELEASE***

***BETWEEN***

***CONTENT AGGREGATION LIMITED T/A VIUSASA***

***&***

_____ *["LICENSOR"]*

**<u>PREAMBLE</u>: 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**

These General Conditions (the "Agreement") is entered into by and between _____ ***and, VIUSASA ('Licensee')*** for the purpose of granted limited license to the use of Licensor's image and personality rights defined; The parties agree to enter into a confidential relationship with respect to the release of certain proprietary rights, that is, Copyrights, Image rights, Personality Rights, Digital, Usage Rights Information and Print Rights.

1. I grant THE LICENSEE, and its assigns the limited license to, my image, branding likeness, all copyright and residual rights as embodied in the audio-visual works ("Production"), listed to these General Conditions as 'Schedule One' and for use as read with the parent 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. Moreover, the grant includes without limitation the right to edit, mix or duplicate and use or re-use the audio visual works in whole or part as The Licensee may decide, however, upon my consultation and consent. I shall have and bear full interest to the 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. I grant The Licensee and its assigns usage rights in all digital works embodied in the audio-visual works, but, limited to visual use on The Licensee's specific online platforms and only for non-commercial usage;

3. I further grant The Licensee and it's assigns the right to publish, broadcast, exhibit, market and otherwise distribute the audio-visual works, solely and only through the production, either in whole or in parts, and alone or with no other products, for commercial or non-commercial publishing and distribution, subject however to the parent agreement signed on the _____ day of _____

4. I confirm that I have the right to enter into these General Conditions , absolutely not restricted by any commitments and no financial, copyrights, intellectual property and or legal commitments or obligations. I hereby give all clearances, copyright and otherwise, for use of our Copyright, Digital and Usage Rights embodied in the Production.

5. I 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 IP 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 these General Conditions as the Licensor, 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 these General Conditions and should I have not have such authority, I personally accepts and assumes full responsibility and liability under the terms of this contract;

7. Notwithstanding the date of its signature, these General Conditions shall commence on the day _____ of_____("the commencement date") and continue for the term set out in the parent agreement.

**8.** I am fully aware that the Production may be used outside the geographical confinements of Kenya given the advancement of the Internet and digital media.

**9.** That any dispute arising out of or in connection with the terms herein stipulated shall be construed in accordance with the Laws of the Republic of Kenya.

**I have read the foregoing and understand its terms and stipulations and agree to all of them:**

These General Conditions and each party's obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed these General Conditions 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:***

***AUTHORIZED SIGNITORY | VIUSASA*** ***SIGNATURE***

***WITNESS*** ***SIGNATURE***