

LICENSE AGREEMENT

This agreement made the Day of 2017 between a limited liability company registered as such in Kenya hereinafter referred as the Licensee (which term where the context so admits includes legal representatives, assigns, nominees, administrators and executors) and being the business arm representing (an umbrella association representing various bodies whose members are engaged in entertainment business registered as a society in the republic of Kenya) of the one part both of post office Box number in the Republic of Kenya andof **P.O Box**hereinafter referred to as the Licensor (which term where the context so admits includes its personal representatives, assigns, nominee, executors and administrators of the second part)

WHEREAS the Licensor warrants that it has full power and right to enter into this agreement by virtue of being the producer of the subject matter.

AND WHEREAS the Licensee is in a position to manufacture, package, market and sell digital video discs.

IT IS HEREBY MUTUALLY AGREED THAT

1. Definition and Interpretation

In this license, the following words or phrases have the following meanings.

- a) Copyright act 2001 means the copyright Act No 131 of 2001 laws of Kenya and any modification, or re-enactment that may be subjected to the same.
- b) License bears the meaning ascribed to it pursuant to section 33 of the copyright act no 131 Laws of Kenya.
- c) Unless the context otherwise requires, words, denoting the singular shall include the plural and vice versa.
- d) Where expression used in this License are expressions used in the Copyright Act cap 131 of Laws of Kenya, they shall have the same

meaning in this agreement as in copyright Act unless the context otherwise requires.

2. License

- a) The subject matter is the movie entitled “.....”.
- b) The Licensor hereby grants the Licensee exclusive rights (save as herein specified in clause 3) to distribute the subject matter on the physical carrier (DVDs).
- c) The Licensee shall provide funds for manufacturing and packaging the DVD's to who will undertake the exercise. However, the Licensor shall register and obtain copyright authentication stickers from Kenya Copyright Board for onward transmission to the Licensee.
- d) The Licensee has authority to use portions or the whole of the authorized content for promotion purposes.
- e) The Licensee has authority to reproduce and convert the authorized content into digital masters.
- f) The date of commencement of this agreement is the effective date and shall continue unless and until terminated as expressly defined in this License.
- g) The wholesale price of the product shall be Kenya shillings
- h) The Licensee shall pay to the licensor a deposit sum of Kshs. being the licensor's share for copies upon execution of this deed (which amount the Licensor hereby acknowledges receipt). There after payments shall always be made in advance for the required copies. No copy shall be sold without the copy right authentication sticker.
- i) The Licensor duly authorizes the licensee either by itself or its appointed agent to represent the Licensor in Court of Law in any matter arising out of any infringement of the subject matter.

3. Territory:

The East Africa market save for selected shops in Nairobi namely all branded supermarkets, Mo moviez shops and textbook centre. Any other unspecified territory can be accommodated subject to approval by the Licensor before hand.

4. Term

The agreement shall commence on the date hereof and shall continue for as long as the licensee continues to perform its part of the agreement without any breach thereof.

5. Delivery

The licensor shall deliver the master copy, the DVD cover artwork and other relevant promotion materials to the licensee on execution of this agreement. The Licensor warrants that the materials shall be of first class technical quality. Failure by the Licensor to deliver the materials, the Licensee shall have the right but not the obligation to cause the

manufacture, replacement, repair and deliver with costs and other consequences attendant thereto at the Licensor's risk.

6. Indemnity & Warranties and Representations

- a) The Licensor warrants that he/she/it owns or controls the necessary rights in order to make this deed or has full authority to act on behalf of any and all owners and that the exercise of such rights licensees and permission shall not violate or infringe the rights of any third party.
- b) Each party represents and warrants it has full authority to enter into and fully perform its obligations under this agreement and where applicable has obtained third party consents, necessary to do so.
- c) Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitments Or obligations of such party and that no agreement previously entered into by such party will interfere with such parties performance of its obligations under this agreement.
- d) The Licensor warrants that if any of the acts done by it in this deed is a violation of any third party rights it will fully indemnify, the Licensee and hold his/her/it harmless and defend against any Losses, liabilities, damages, Costs including legal fees arising out of the said violations.
- e) Each party represents and warrants that it shall perform their obligations hereunder in compliance with any applicable laws, rules and regulations of the Government of the Republic of Kenya.

7. Termination of this Contract

This contract may be terminated on the following grounds: -

- a) If the Licensor's rights are extinguished before the end of this contract.
- b) If the Licensee ceases business
- c) If either party breaches the terms of this agreement and fails to remedy the situation after being given a 60 days written notice.

8. Notices

Any notice under this agreement shall be given in writing and shall be deemed to have been delivered if sent by post or electronic mail to the addresses provided by either party in this deed.

9. Injunctive relief

The licensor's remedies in the event of a breach by the licensee of its obligations hereunder shall be limited to the right to seek actual monetary damages in an action at law, and in no event shall the licensor be entitled to injunctive or other equitable relief or to terminate this agreement or to seek punitive or exemplary damages.

10. Arbitration

Any dispute regarding the respective rights or duties of the parties under or pursuant to this agreement shall be submitted to a binding arbitration using a single arbitrator who specializes in film and entertainment law mutually approved by the parties (with such approval not to be unreasonably withheld).

11. Force Majeure

Failure by either party to perform its obligations or delay in such performance as a result of Acts of God, war, strikes, lock-outs, shortened working hours, other industrial action, machine breakdown, fire, flood, explosions, injunctions, judgments, adverse claims, or any other cause beyond its reasonable control shall not constitute a breach of the terms of this agreement, provided that such party shall use all reasonable endeavors to resume the performance after the conditions (as aforesaid) causing such failure have ceased.

12. Governing law

The License shall be governed and interpreted in accordance with the laws of Kenya and only the Kenyan courts have jurisdiction over the said matter.

IN WITNESS WHEREOF both parties set their common seal the day and year here before mentioned.

Signed by the Licensor)
in presence of)	
)	
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)	
)	
Sealed with the common seal)	
of the Licensee)
in presence of)	
)	
)
)	

DRAWN BY